

**Master Contract Number**

**T03-MST-001**

**for**

**Content Management  
Software and Services**

**Between the**

**Department of Information Services**

**and**

**Interwoven, Inc.**

**Effective Date: July 25, 2002**

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| Exhibit A: | <i>DIS Request for Proposal T02-RFP-003 for Content Management Software</i> |
| Exhibit B: | <i>Interwoven's Response</i>  |

**Note:** *Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator*

State of Washington  
Department of Information Services  
PO Box 42445  
2411 Chandler Court SW (98502)  
Olympia, Washington 98504-2445

## **Master Contract Number T03-MST-001**

for

## **Content Management Software and Services**

### **Parties**

This Master Contract ("**Contract**") is entered into by and between the state of Washington, acting by and through the **Department of Information Services**, an agency of Washington State government ("**DIS**") located at PO Box 42445, Olympia, WA 98504-2445, and **Interwoven, Inc.**, a corporation licensed to conduct business in the state of Washington ("**Contractor**" or "**Interwoven**"), located at 803 11<sup>th</sup> Avenue, Sunnyvale, CA, 94089, for the purpose of purchasing Software licenses and associated Services for Content Management.

### **Recitals**

*Whereas*, the state of Washington acting by and through DIS conducted an open, competitive acquisition process and issued a Request for Proposal (**RFP**) dated September 28, 2001, Exhibit A hereto, for the purpose of obtaining Content Management Software (hereinafter "**Software**") and Services; and

*Whereas*, Contractor submitted a timely Response dated November 6, 2001, Exhibit B hereto, and after evaluation was identified as the apparently successful Contractor; and

*Whereas*, DIS has determined that entering into a Master Contract with Contractor will meet the needs of Purchasers and will be in the State's best interest;

*Now therefore*, DIS hereby awards to Contractor this Master Contract to provide Content Management Software and Services to Purchasers at the prices set forth on Schedule A in accordance with the terms and conditions of this Master Contract.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Software and Services hereunder. Nor does this Master Contract prevent the State from purchasing the same or similar Software and Services from other sources, *provided that*, all legal acquisition requirements are satisfied. This Master Contract is not for personal use.

## 1. Definitions

The following terms as used throughout this Master Contract shall have the meanings set forth below.

**"Acceptance"** shall mean a written notice from Purchaser to Contractor that the Software has passed its Acceptance Testing; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

**"Acceptance Date"** shall mean the date upon which Purchaser Accepts the Software as provided in the section titled **Standard of Performance and Acceptance**; or, if there is no Acceptance Testing, Acceptance Date shall mean the date Contractor delivers the Products.

**"Acceptance Testing"** shall mean the process for ascertaining that the Software meets the standards set forth in the section titled **Standard of Performance and Acceptance**, prior to Acceptance by the Purchaser.

**"Business Days and Hours"** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**"Confidential Information"** shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, or agency security data.

**"Configurations"** shall mean library files, Contractor data files, printer and peripheral drivers, scripted files or other materials, which may include sample workflows, templates, or rollout plans, delivered and identified in the applicable Statement of Work, which shall be jointly owned by Purchaser and Interwoven. Configurations do not include Purchaser Technology, or Interwoven Technology.

**"Content Management"** shall mean a framework for disciplines, architectures, and tools for Internet and Intranet web sites.

**"Contract"** shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.

**"Contractor"** shall mean Interwoven, Inc., its officers, employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity providing Software under this Master Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Master Contract.

**"Contractor Account Manager"** shall mean a representative of Contractor who is assigned as the primary contact person whom the DIS Contract Administrator shall work with for the duration of this Contract and as further defined in the section titled **Contractor Account Manager**.

**"Contractor Service Representative"** shall mean the person designated in a SOW who will coordinate and oversee Contractor's Services to Purchaser from installation, configuration, and Acceptance Testing, through the expiration or termination of the SOW, as further defined in the section titled **Contractor Service Representative**.

**"Delivery Date"** shall mean the date by which the Products ordered hereunder must be delivered.

**“Developed Code”** shall mean customized software, documentation, plans or other materials produced by Interwoven under a SOW wherein Purchaser has provided the design specifications or engineering plans, which Interwoven develops exclusively for the benefit of Purchaser.

**“DIS Contract Administrator”** shall mean the TSD Contract Administrator, who has been designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

**“DIS Contracting Officer”** shall mean the person(s) to whom signature authority has been delegated in writing.

**“Effective Date”** shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Exhibit A”** shall mean DIS’ Request for Proposal T02-RFP-003, dated September 28, 2001.

**“Exhibit B”** shall mean Interwoven’s Response to RFP T02-RFP-003.

**“Installation Date”** shall mean the date by which all Software ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

**“Interwoven Technology”** shall mean the Software, Training Products and any and all improvements or derivative works thereof, technology, trade secrets and other intellectual property owned or controlled by Interwoven.

**“License”** shall mean the rights granted to Purchaser to use the Software that is purchased under this Contract.

**“Maintenance Services”** shall mean the services provided under Interwoven’s Maintenance Services Program ordered by Customer and described on Schedule D.

**“Order”** or **“Order Document”** shall mean any official document (field order/purchase order) and attachments thereto specifying the Software and/or Services to be licensed or purchased from Contractor under this Master Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Software and/or Services under this Master Contract and shall be provided and paid in United States dollars.

**“Product(s)”** shall mean any Contractor-supplied Software, and documentation.

**“Proprietary Information”** shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Purchased Services”** shall mean those Services and activities requested in DIS’ RFP dated September 28, 2001, and hereby provided by Contractor to accomplish routine, continuing, and necessary functions as set forth in this Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

**“Purchaser”** shall mean DIS and those governmental or non profit entities who have entered into an Interlocal or Customer Service Agreement with DIS.

**"Purchaser Project Manager"** shall mean the person designated by Purchaser who is assigned as the primary contact person whom the Contractor Service Representative shall work with for the duration of the applicable SOW and as further defined in the section titled **Purchaser Project Manager**.

**"Purchaser Technology"** shall mean information, software, data files, materials, Developed Code, technology, trade secrets and other intellectual property owned or controlled by Purchaser.

**"RCW"** shall mean the Revised Code of Washington.

**"Response"** shall mean Contractor's Response to Purchaser's RFP for Content Management Software, Exhibit B hereto.

**"RFP"** shall mean the Request for Proposal used as a solicitation document in this procurement, including all amendments and modifications, Exhibit A hereto.

**"Schedule A: Authorized Product and Price List"** shall mean the attachment to this Contract that identifies the authorized Software and Services and Prices available under this Contract.

**"Schedule B: Statement of Work"** shall mean the written agreement between Contractor and Purchaser for Services.

**"Schedule C: License Terms"** shall mean those terms and conditions set forth in Schedule C under which Purchasers license the Software.

**"Schedule D: Maintenance Services"** shall mean the terms and conditions of optional Software support and maintenance terms available to Purchasers.

**"Schedule E: Interwoven Order Form"** shall mean the attached form that shall be filled out by Purchaser and submitted to Contractor when placing an order for Software and/or Services.

**"Services"** shall mean those Services provided under this Contract and related to the Software license(s) being purchased that are appropriate to the scope of this Contract and includes such things as installation, maintenance, training, etc.

**"Software"** shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, if provided by Contractor. Software includes all versions of the Software provided under the Maintenance Services Program.

**"Statement of Work" or "SOW"** shall mean a separate statement of the work to be executed between Purchaser and Contractor setting forth the specific services to be provided by Contractor, along with time of performance and other requirements as specified in this Contract to be accomplished by Contractor. A template SOW is attached as Schedule B.

**"Specifications"** shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor's Response, Exhibit B, and the specifications set forth in Contractor's Product documentation, whether or not Contractor produces such documentation before or after this Contract's Effective Date.

**"Standard of Performance"** shall mean the criteria that must be met before Software Acceptance, as set forth in the section titled **Standard of Performance and Acceptance**. The Standard of Performance also applies to all additional, replacement or substitute Software and Software that is field modified by or with the written approval of Contractor after having been accepted.



**"State"** shall mean DIS, any division, section, office, unit or other entity of DIS or any of the officers or other officials lawfully representing DIS. State may also include Purchaser.

**"Subcontractor(s)"** shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

**"Technical Support"** shall mean a service provided by Contractor for the support of Contractor's Products. Purchaser shall report warranty or maintenance problems to Contractor's Technical Support for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

**"Training Products"** shall mean training courses, training course materials, training packages and/or training programs, which are licensed under this Contract.

## Contract Term

### 2. Term

#### 2.1. Master Contract Term

- a) The initial term of this Master Contract shall be for three (3) years commencing upon the date of its execution by DIS.
- b) The term of this Master Contract may be extended by three (3) additional years; *provided that* the extensions shall be at DIS' option and shall be effected by DIS giving written notice of its intent to extend this Contract to Contractor not less than sixty (60) calendar days prior to the then-current Contract term's expiration and Contractor accepting such extension prior to the then-current Contract term's expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing. The decision to extend will be based on Contractor's performance, proposed renewal pricing and the total amount of business conducted.

#### 2.2. Maintenance Term

- a) This Contract's initial Software maintenance and support term shall be one (1) year, commencing the day following the Acceptance Date.
- b) Upon Contractor's receipt of Purchaser's payment for the amounts due for annual Maintenance Services, this Contract's Software maintenance and support term shall be extended for additional one (1) year terms, unless Purchaser terminates by giving written notice of its decision not to extend to Contractor not less than thirty (30) calendar days prior to the then-current Maintenance Services term's expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

#### 2.3. Statement of Work Term

- a) The initial term for a SOW will be as set forth in each SOW.
- b) SOWs or renewal SOWs entered into prior to the expiration or other termination of the Master Contract may be completed under the Master Contract terms and conditions in effect when the SOW or renewal SOW was entered into.

- c) New SOWs or renewal SOWs may not be entered into after the expiration or other termination of the Master Contract.

### 3. Survivorship

- 3.1. All of the terms and conditions contained in this Master Contract shall survive the expiration or other termination of this Contract for so long as any Statement of Work entered into under this Master Contract is still in effect.
- 3.2. All license and purchase transactions executed and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Contractor, License Grant, Software Ownership, Ownership/Rights in Data, Data Warranty, No Surreptitious Codes Warranty, Contractor Commitments, Warranties and Representations, Protection of Purchaser's Confidential Information, Section Headings, Incorporated Documents and Order of Precedence, Publicity, Review of Contractor's Records, Patent and Copyright Indemnification, Contractor's Proprietary Information, Disputes, and Limitation of Liability**, and shall survive the termination of this Contract.

## Pricing, Invoice and Payment

### 4. Pricing

- 4.1. Contractor agrees to provide the Software and Services at the Prices set forth in the *Authorized Price List* attached as Schedule A to this Master Contract. Such Prices may not be increased during the initial term of this Master Contract. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee (.5% of the purchase price).
- 4.2. Software Prices shall not increase during any term of this Master Contract.
- 4.3. Regarding Services, at least ninety (90) calendar days before the end of the initial term, the Contractors may propose, in writing, labor rate increases not to exceed the labor rate increases reflected in the U.S. Department of Labor *Consumer Price Index* for services in the Puget Sound Region. Proposed price adjustments will be taken into consideration when determining whether to extend this Master Contract.
- 4.4. Regarding Software support and maintenance, at least ninety (90) calendar days before the end of the initial term, the Contractors may propose, in writing, annual support and maintenance rate increases not to exceed eight percent (8%) of the previous year's costs. Proposed price adjustments will be taken into consideration when determining whether to extend this Master Contract.
- 4.5. Day-to-day expenses, including but not limited to, travel, lodging, meals, incidentals, etc., shall be included in Contractor's hourly rates, unless Purchaser pre-approved otherwise in writing. If applicable, Purchaser pre-approved travel mileage and per diem costs are limited to the then current state of Washington Office of Financial Management travel regulations and rates set forth in the *Washington State Administrative and*

*Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>). Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50) or more when requesting reimbursement. No other costs shall be payable to Contractor.

- 4.6. If Contractor reduces its Prices for any Software and Services during the term of this Master Contract, Purchaser shall have the immediate benefit of such lower prices for new purchases. Contractor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.
- 4.7. If DIS or Purchaser discovers that Contractor has entered into a substantially similar contract with any other governmental entity which, taken as a whole, provides more favorable pricing terms on the same Software licensed or Services, than those provided by this Master Contract, Contractor shall be obligated to offer the same prices to Purchaser for subsequent purchases of the same Software and Services hereunder.

## **5. Taxes**

Purchaser will pay sales and use taxes, if any, imposed on the Software and Services at Purchaser's local rate. Contractor shall pay all other taxes, if any, including, but not limited to, Washington Business and Occupation Taxes, other taxes based on Contractor's income, or taxes levied or assessed on Contractor's personal property.

## **6. Invoice and Payment**

- 6.1. Contractor will submit properly itemized invoices to Purchaser Project Manager, or other person identified in the SOW Contact Information, and a duplicate invoice to the appropriate contact person identified in each SOW entered into by Purchaser. Invoices shall state and itemize, as applicable, the following:
  - a) Master Contract number T03-MST-001;
  - b) Purchaser's name, address, and SOW number(s) and/or field/purchase order number;
  - c) Contractor's name, address (and remittance address, if different), phone number, and Federal Taxpayer Identification Number;
  - d) Description of Software purchased, including Price, quantity ordered, model and serial numbers as appropriate;
  - e) Description of Services or related Services provided, including Price;
  - f) Date of Delivery and/or dates Services provided;
  - g) For development Services, if any, the date development phase was begun and completed with the corresponding SOW number;
  - h) Applicable discounts;
  - i) Total purchase price;
  - j) Sales or other applicable taxes;
  - k) DIS Master Contract Administration Fee (.5% or .005 of the total purchase price);
  - l) Total invoice amount; and
  - m) Payment terms including any available prompt payment discounts.

- 6.2. Payments shall be due within thirty (30) days after the Acceptance Date for such Products and/or Services or thirty (30) days after receipt of properly prepared invoices, whichever is later.
- 6.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 6.4. This Master Contract number T03-MST-001 shall appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts, or accept Products and/or Services on a sight draft basis.
- 6.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1.00). Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date or receipt of Contractor's properly prepared invoice, whichever is later.

## **7. Overpayment to Contractor**

Contractor shall promptly refund to Purchaser the full amount of any erroneous payment or overpayment, as determined by Purchaser, made to Contractor, upon notice of such. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

## **8. Advance Payment Prohibited**

No advance payment shall be made for the Products and/or Services furnished by Contractor under this Master Contract. Notwithstanding the above, payments for Maintenance Services may be made in advance on an annual basis, as authorized by Chapter 260, Laws of 2002 Section 1, amending RCW 43.88.160(5)(e).

## **Software License**

### **9. License Grant**

- 9.1. Contractor grants to Purchaser a non-exclusive, perpetual, transferable subject to written approval by Contractor which shall not be unreasonably withheld, license to use the Software and related documentation according to the terms and conditions of this Contract. The term of the license grant for the Software and/or Training Products is perpetual so long as Purchaser has paid in full all fees for the Software and Training Products.
- 9.2. Purchaser may modify Configurations and/or Developed Code, if any, and may combine such with other programs or materials to form a derivative work of the Configurations and/or Developed Code, provided that upon discontinuance or termination of the License, Contractor Software will be removed from the derivative work and, at Purchaser's option, either destroyed or returned to Contractor.
- 9.3. Purchaser may copy each item of Software to a single hard drive or multiple hard drives or network, whichever is applicable.
- 9.4. Additional License Grant Contractor understands and agrees that DIS may use the Software to provide information processing services to other Purchasers, provided that a list of such Purchasers is available to Interwoven upon request and such Purchasers are

not being charged a "for profit" fee for such service. Contractor understands and agrees that DIS will charge Purchasers for DIS' services pursuant to RCW 43.105.052(2). Contractor further understands and agrees that Purchaser may provide services to the public through Internet applications which are supported by the use of the Software, so long as access and use of the Software is not allowed during the provision of such services, Contractor acknowledges and agrees that such use of Software products is acceptable under the Licensing agreements contained herein.

- 9.5. Purchaser may move Software from one device to another provided such Software is completely removed from the first device after a reasonable testing period on the new device.

## **10. Software Ownership**

Contractor shall maintain all title, copyright, and other proprietary rights in the Software. Purchaser does not acquire any rights, express or implied, in the Software, other than those specified in this Contract. Contractor hereby warrants and represents to Purchaser that Contractor is the owner of the Software licensed hereunder or otherwise has the right to grant to Purchaser the licensed rights to the Software provided by Contractor through this Contract without violating any rights of any third party worldwide. Contractor represents and warrants that Contractor has the right to license the Software to Purchaser as provided in this Contract and that Purchaser's use of the Software and documentation within the terms of this Contract will not infringe upon any copyright, patent, trademark, or other intellectual property right worldwide or violate any third party's trade secret, contract, or confidentiality rights worldwide. Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Contractor has no actual knowledge that the Software infringes upon any patents, copyrights, or trade secrets of any third party.

## **11. Ownership/Rights in Data**

- 11.1. Purchaser and Contractor agree that all Developed Code produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and shall be owned by Purchaser. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Developed Code.
- 11.2. If for any reason the Developed Code would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Developed Code and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 11.3. Contractor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.
- 11.4. Contractor shall not use or in any manner disseminate any Developed Code to any third party, or represent in any way Contractor ownership in any Developed Code, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy, disclose or transmit any Developed Code or any portion thereof, in any form, to any third party.
- 11.5. The parties anticipate that all software or material involved in the performance of this Contract will be one of the following: (i) Interwoven Technology, owned by Contractor and being licensed by Purchaser; (ii) Purchaser Technology, owned by Purchaser;

(iii) Configurations, owned jointly by Contractor and Purchaser or (iv) Developed Code, developed by Contractor and owned by Purchaser. In the event there is any other software or material delivered to Purchaser under this Contract outside of these four categories, and such software or material is required for the functioning of the Content Management Software, then Contractor agrees to transfer such software or material to Purchaser with a nonexclusive, royalty-free, perpetual license to use such software or material according to the terms of this Agreement.

- 11.6. Configurations shall be jointly owned by Purchaser and Interwoven which by definition under this Contract grants to the other party licensing rights. Configurations do not include Developed Code, Purchaser Technology, or Interwoven Technology.

## **12. Compliance with Standards**

Contractor represents that all Software and elements thereof, including but not limited to, documentation and source code, shall meet and conform to the standards set forth in the RFP, Exhibit A.

## **13. Date Warranty**

Contractor warrants that the Software does not generate a date itself, but utilizes the date provided to it by the operating system and/or the Java Virtual Machine, if applicable, and therefore, all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software provided by or authorized by Contractor in accordance with the applicable Software Specifications, which software used by Purchaser delivers date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event of a breach of this warranty, Purchaser's sole and exclusive remedy and Interwoven's sole liability shall be to use commercially reasonable efforts to correct the error. In the event that the Date Warranty problem remains unresolved after ten (10) business days after the problem is reported to Contractor, Purchaser shall be entitled to recover the fees paid for the Software.

## **14. No Surreptitious Code Warranty**

- 14.1. Contractor warrants to Purchaser that no licensed copy of the Software provided to Purchaser contains or will contain any Self-Help Code nor any Unauthorized Code as defined below. Contractor further warrants that Contractor will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict Purchaser's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to Purchaser under this Contract. The warranty is referred to in this Contract as the "No Surreptitious Code Warranty." Notwithstanding the foregoing, Purchaser must have a valid licensing Software key provided by Interwoven in order to enable the Software.
- 14.2. As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program,

if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.

- 14.3. As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

## **15. Reauthorization Code Required**

If a reauthorization code must be keyed in by Contractor for the Software to remain functional upon movement to another computer system, Contractor shall provide the reauthorization code to Purchaser within one (1) Business Day after receipt of Purchaser's notice of its machine upgrade or movement.

## **16. Software Documentation**

Contractor will provide two (2) complete sets of documentation for each Software order, including technical, maintenance, and installation information. Contractor shall also provide two (2) complete sets of documentation for each updated version of Software that Contractor provides pursuant to the **Software Upgrades and Enhancements** section. Contractor shall provide the documentation on or before the Software Delivery Date. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Software documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Contractor grants Purchaser the right to make derivative works, update, modify, copy, or otherwise reproduce the documentation furnished pursuant to this section at no additional charge, provided that all such reproduced documentation shall be treated by Purchaser as Interwoven Proprietary Information.

## **Contractor's Responsibilities**

### **17. Contractor Account Manager**

Contractor shall appoint an Account Manager for the State's account. The Account Manager will be the principal point of contact for the DIS Contract Administrator concerning Contractor's performance hereunder and for receipt of notices. The Account Manager will also serve as the focal point for business matters, support coordination, and administrative activities.

### **18. Contractor Service Representative**

Contractor shall designate the person indicated in the SOW Contact Information as the Service Representative. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from installation, configuration, and Acceptance Testing, through the expiration or termination of the SOW. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

## **19. RFP Mandatory Provisions and Technical Requirements**

The mandatory RFP provisions and the provisions of Contractor's Response are incorporated into and are essential substantive terms of this Master Contract. Products and Services provided under this Master Contract shall meet or exceed all of the mandatory and technical requirements of the RFP.

## **20. Commencement of Work and Statement of Work**

- 20.1. All Services to be performed for a Purchaser under the Master Contract shall be documented in a Statement of Work and no work shall be performed by Contractor until a Statement of Work between Contractor and Purchaser is executed. An example SOW is provided as Schedule B.
- 20.2. The SOW shall reference the Master Contract by number and the terms of the SOW cannot conflict with the terms of the Master Contract.
- 20.3. The initial term for a SOW will be set forth in the SOW. SOWs or renewal SOWs entered into prior to the expiration or other termination of the Master Contract may be completed.
- 20.4. Contractor shall be responsible for presenting SOWs to Purchasers and shall keep copies of all SOWs established under this Master Contract in accordance with the records retention requirements set forth in the provision titled **Review of Contractor's Records**, and must provide copies to DIS upon request.

## **21. Site Responsibilities**

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

## **22. Shipping and Risk of Loss**

All Software provided to Purchasers under this Agreement shall be shipped FOB Contractor's headquarters. Regardless of FOB point, Contractor agrees to pay all costs for shipping the Software to Purchaser, which shall include shipping insurance.

## **23. Delivery**

- 23.1. Contractor shall deliver the Products ordered pursuant to this Contract on or before the Delivery Date. For any exception to this Delivery Date, Contractor must notify Purchaser and obtain prior approval in writing. Time may be of the essence with respect to delivery and Contractor may be subject to liquidated damages and/or termination of an order or of this Contract and/or other damages available under law for failure to deliver on time as determined and set forth in each individual SOW.
- 23.2. All deliveries made pursuant to this Contract must be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be withheld unreasonably, incomplete deliveries or backorders will not be accepted. All packages must be accompanied by a packing slip that identifies all items included with the shipment and the Purchaser's Order Document number. Contractor's delivery receipt must be signed by an authorized representative of Purchaser for all deliveries made hereunder.



## **24. Installation**

- 24.1. Upon Purchaser's request, Contractor shall install the Software on Purchaser's designated equipment in accordance with the applicable industry standards in addition to those standards set forth in any SOW.
- 24.2. All installation of the Software purchased pursuant to this Contract for use by Purchaser will be by and at the sole expense of Purchaser.

## **25. Standard of Performance and Acceptance**

- 25.1. This section establishes a Standard of Performance that must be met before Acceptance. This Standard of Performance is also applicable to any additional, replacement, or substitute Software and any Software that is modified by or with the written approval of Contractor after having been Accepted.
- 25.2. The Standard of Performance for Software is the software perform in accordance with the Specifications and any additional specifications set forth in SOW with each Purchaser.
- 25.3. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Software is installed and Contractor certifies that Software is ready for Acceptance Testing. Purchaser will review all pertinent data and shall maintain appropriate daily records to ascertain whether the Standard of Performance has been met.
- 25.4. In the event the Software does not meet the Standard of Performance during the initial period of Acceptance Testing, Purchaser may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. If after ninety (90) calendar days the Software still has not met the Standard of Performance Purchaser may, at its option: (i) declare Contractor to be in breach of its SOW and terminate its Order or its SOW; or, (ii) at the sole option of Purchaser, demand replacement Software from Contractor at no additional cost to Purchaser; or, (iii) continue the Acceptance Testing for an additional thirty (30) calendar days. Purchaser's option to declare Contractor in breach and terminate its Order or its SCW shall remain in effect until exercised or until such time as Acceptance Testing is successfully completed.
- 25.5. Software shall not be accepted and no charges shall be paid until this Standard of Performance is met. The Acceptance Date shall be the first Purchaser Business Day following the successful Acceptance Testing period and shall be formalized in a notice of Acceptance from Purchaser to Contractor.

## **26. Software Warranty**

Contractor warrants that the Software shall be in good operating condition and shall conform to the Specifications for a period of ninety (90) days (the "Warranty Period"). This Warranty Period begins the first day after the Acceptance Date. Contractor shall replace all Software that is defective or not performing in accordance with the Specifications, at Contractor's sole expense.

## **27. Software Upgrades and Enhancements**

Provided that Purchaser is participating in Contractor's Maintenance Services Program and is current in all amounts due hereunder, Contractor shall:

- 27.1. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
- 27.2. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to Purchaser; and

## **28. Software Maintenance and Support Services**

Provided that Purchaser is participating in Contractor's Maintenance Services Program and is current in all amounts due hereunder, Contractor shall provide a replacement copy or correction service at no additional cost to Purchaser for any error, malfunction, or defect in Software that, when used as delivered, fails to perform in accordance with the Specifications and that Purchaser shall bring to Contractor's attention. Contractor shall undertake such correction service as set forth in this Master Contract and shall use its best efforts to make corrections in a manner that is mutually beneficial. Contractor shall disclose all known defects and their detours or workarounds to Purchaser. Contractor's Maintenance Services Program is set forth in Schedule D: *Maintenance Services*.

## **29. Training**

- 29.1. Contractor agrees to provide the training set forth in Schedule A. For Purchaser requested training at the time of installation, Contractor shall provide the one or more classes, each class to be taught by at least one qualified Contractor trainer and to be attended by up to fifteen (15) of Purchaser's employees, agents, or independent contractors, at the installation site or at such other location as the parties may agree and on the dates as the parties agree. Such training shall, at a minimum, include orientation and familiarization training on the Software and be sufficiently thorough to instruct Purchaser's staff in the use of the Software.
- 29.2. Purchaser shall have the right, so long as the Software licensed or purchased hereunder is in use by Purchaser, to give instruction to up to the number of Purchaser's personnel as Purchaser has Client User licenses, in all courses described in Schedule A, without charge, using original materials supplied by Contractor to Purchasers attending a training class ("Training Material"). In the event a Purchaser desires additional copies of Training Material, Purchaser may buy additional copies of Training Material for the price set forth on Schedule A.

## **30. Protection of Purchaser's Confidential Information**

- 30.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Master Contract or SOW, or its performance, may consist of information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.17 RCW or other state or federal statutes ("**Confidential Information**"). Confidential Information includes, but is not limited to, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, passwords, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or Personal Identification Numbers or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make any use of Confidential Information for

any purpose other than the performance of this Master Contract or SOW, to release it only to authorized employees or Subcontractors requiring such Confidential Information for the purposes of carrying out this Master Contract or SOW, and not to release, divulge, publish, transfer, sell disclose or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such Confidential Information or material only to employees or Subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

- 30.2. Immediately upon expiration or termination of this Master Contract or SOW, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.
- 30.3. Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Master Contract or SOW; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.
- 30.4. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Master Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 30.5. Violation of this section by Contractor or its Subcontractors may result in termination of this Master Contract and/or SOW and demand for return of all Confidential Information, monetary damages, or penalties.

### **31. Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Master Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and, provided that Contractor does not cure such breach within 30 days of notification of such breach, shall render Contractor liable for damages under the terms of this Master Contract. For purposes of this Master Contract, a commitment by Contractor which shall be in writing includes:

(a) Prices, discounts, and options committed to remain in force over a specified period of time; and, (b) any warranty or representation made by Contractor in its Response or contained in any literature, descriptions, drawings or specifications accompanying or referred to in its Response or used to effect the sale to Purchaser.

### **32. Security**

Contractor warrants that all electronic use, transfer, and storage of Confidential Information will be safeguarded by means of standard industry practice encryption technology for the protection thereof, or as requested by Purchaser.

## Purchaser's Authority and Responsibilities

### 33. Purchaser's Project Manager

Purchaser designates the person indicated in the SOW Contact Information as the Project Manager, who will coordinate all aspects of the SOW for Purchaser and to whom invoices should be addressed. The Purchaser Project Manager will be the contact for all matters related to this SOW.

### 34. Confidential Information

Purchasers shall identify or make known to Contractor all Confidential or Proprietary information in addition to that listed in section 30 above in the SOW.

### 35. Purchaser Use of Master Contract

This Master Contract is not for personal use and may be used only by Purchasers who have entered into an Interlocal or Customer Service Agreement with DIS. Reference of this Master Contract Number, and/or Purchaser's signature on an Order Document or SOW entered into pursuant to this Master Contract, signifies Purchaser's agreement to comply with all provisions of this Master Contract. Failure to abide by these restrictions may result in Purchaser forfeiting the right to make future purchases under this or other Master Contracts.

## Contract Administration

### 36. Notices

- 36.1. Any notice or demand or other communication required or permitted to be given under this Master Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or sent by facsimile transmission, or by a recognized courier service, or by e-mail, to the parties at the addresses or phone numbers provided in this section. For purposes of complying with any provision in this Master Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

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| <b>To Contractor at:</b><br>Interwoven, Inc.<br><br><b>Attn: General Counsel</b><br><br>801 11 <sup>th</sup> Ave.<br>Sunnyvale, CA 94089<br><br>Phone number: (408) 530-5772<br>Fax number: (408) 530-7198<br>Email: <a href="mailto:anita.brunner@interwoven.com">anita.brunner@interwoven.com</a> | <b>To DIS at:</b><br>State of Washington<br>Department of Information Services<br><b>Attn: TSD Contract Administrator</b><br><br><b>Mailing Address:</b><br>PO Box 42445<br>Olympia, WA 98504<br><br>Phone number: (360) 902-3301<br>Fax number: (360) 664-0711<br>Email: <a href="mailto:mcadmin@dis.wa.gov">mcadmin@dis.wa.gov</a> | <b>Street Address:</b><br>2411 Chandler Court SW<br>Olympia, WA 98502 |
|---|--|---|

or to **Purchasers** at the addresses and fax number listed on their Statement of Work.

- 36.2. Such communications shall be effective upon receipt. The notice addresses and fax numbers as provided herein may be changed only by written notice as provided above.
- 36.3. In the event that a subpoena or other legal process commenced by a third party, related in any way to the Software and/or Services provided pursuant to this Master Contract is served upon Contractor, DIS or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

### **37. Section Headings, Incorporated Documents and Order of Precedence**

- 37.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 37.2. Each of the documents listed below is incorporated by this reference into this Master Contract as though fully set forth herein.
  - a) Schedule A – *Authorized Price List*;
  - b) Schedule B – *Statement of Work*;
  - c) Schedule C – *License Terms*;
  - d) Schedule D – *Maintenance Services*;
  - e) Schedule E – *Order Form*
  - f) Exhibit A - State of Washington, DIS Request for Proposal for, T02-RFP-002, dated September 28, 2001;
  - g) Exhibit B – Contractor's Response, dated November 6, 2001, including all written information provided with Contractor's Response; and
  - h) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of the Software and/or Services to Purchaser.
- 37.3. In the event of any inconsistency in this Master Contract, it shall be resolved in the following order of precedence:
  - a) Applicable federal and state statutes, laws, and regulations;
  - b) Provisions of this Master Contract (T03-MST-001);
  - c) Schedules A, B, C, D & E to this Master Contract;
  - d) The terms and conditions contained in any Statement of Work entered into pursuant to this Contract;
  - e) Exhibit A to this Master Contract;
  - f) Exhibit B to this Master Contract; and
  - g) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of the Products and/or Services to Purchaser.

### **38. Entire Agreement**

This Master Contract sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and except as provided in the section **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Master Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or Specifications of this Master Contract will be effective without the written consent of both parties.

### **39. Additional Software and/or Services**

Additional Software and/or Services, which are determined by the State to be appropriate to the scope of this Master Contract, may be added to this Master Contract (Schedule A hereto) by an instrument in writing, signed by both parties. Such writing shall include a specific description of the additional Software and/or Services, pricing and additional terms and conditions as relevant.

### **40. Authority for Modifications and Amendments**

No modification, amendment, alteration, addition or waiver of any section or condition of this Master Contract shall be effective or binding unless in writing and signed by authorized representatives of Contractor and DIS.

### **41. Independent Status of Contractor**

In the performance of this Master Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW, chapter 23B.16 RCW, or Title 51 RCW.

### **42. Governing Law**

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this Contract or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

### **43. Rule of Construction as to Ambiguities**

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

#### 44. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to Purchaser or DIS for any breach in the performance of Contractor's duties. For purposes of this Master Contract, Contractor agrees that all Subcontractors shall be deemed agents of Contractor. Contractor further agrees to hold Purchaser or DIS harmless from acts or omissions of Contractor's Subcontractors, their agents, or employees subject to the limitations set forth in the **Limitation of Liability** section of this Contract. Purchaser or DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Patent and Copyright Indemnification** sections of this Master Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Warranty of Non-Infringement and Authority** and **Patent and Copyright Indemnification** sections of this Master Contract shall apply to all Subcontractors.

#### 45. Assignment

- 45.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Master Contract including the proceeds hereof: *provided that*, such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser or DIS that may arise from any breach of this Master Contract, its supplements, or warranties made herein, including but not limited to rights of setoff.
- 45.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington: *provided that*, such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder, nor shall the assignment by Purchaser allow an increase or expansion of the Services of Contractor provided for herein.

#### 46. Publicity

- 46.1. Contractor agrees to submit to the DIS Contract Administrator, all advertising, sales promotion, and other publicity matters relating to this Master Contract or any Service furnished by Contractor wherein Purchaser or DIS is mentioned or language is used which infers or implies a connection between Contractor and Purchaser or DIS. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.
- 46.2. DIS may use Contractor's name and logo in promotion and other publicity matters relating to this Master Contract, without royalty, provided that this Master Contract and the relationship between the Parties is not misrepresented. Any use of Contractor's logo shall inure to the benefit of Contractor and be subject to Contractor's review and approval.

#### 47. Review of Contractor's Records

- 47.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Master Contract, including but not limited to use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and

properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of any Statement of Work entered into pursuant to this Master Contract. Records involving matters in litigation related to this Contract or any SOW shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract or any SOW, whichever is later.

- 47.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State.. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.
- 47.3. The records retention and review requirements of this section shall be incorporated by Contractor in any of its subcontracts.
- 47.4. It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Contractor's cost structure, to include overhead, general and administrative expenses, and profit factors shall be excluded from DIS' review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## General Provisions

### 48. Patent and Copyright Indemnification

- 48.1. Contractor will, at its expense, defend or settle any claim against the State that any Software, Services, or Developed Code supplied hereunder infringe any patent, copyright, or trademark. Contractor will pay resulting costs, damages and attorneys' fees awarded by final judgement or agreed upon in a negotiated settlement, *provided that*, the State:
  - a) Promptly notifies Contractor in writing of the claim; and
  - b) Grants Interwoven sole control of the defense, unless sole control of such defense is precluded by Washington State law, in which case Purchaser/DIS agrees to cooperate with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- 48.2. Contractor will pay all costs of such defense and settlement, and any costs and damages awarded by a court or incurred by the State, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, the State agrees to permit Contractor at its option and expense, either to procure for the State the right to continue using the Software, Services, or Work Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Software, Services, or Work Product is enjoined by a court, and Contractor determines that none of these alternatives is reasonably available, at DIS' option DIS can terminate this Master Contract and/or Purchaser can terminate any Statement of Work and the State will pay only those charges for Software and Services received prior to such termination, pro-rated based on a thirty (30) day month.



- 48.3. Contractor has no liability for any claim of infringement arising from Contractor's compliance with any designs, specifications or instructions of Purchaser, unless the claim arose against Contractor's Software, Services, or Work Product independently of Purchaser's actions.

#### **49. Save Harmless**

Contractor shall defend, indemnify and save the State harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from any claim by third parties for any or all injuries to persons or damage to tangible property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors which arise during the provision of services under this Master Contract. Contractor shall be required to defend, indemnify, and save harmless Purchaser only to the extent such claim is caused in whole or in part by Contractor's intentional, willful or negligent acts or omissions. Contractor shall be required to defend, indemnify, and save Purchaser harmless only to the extent a claim is caused in whole or in part by Contractor's negligent acts or omissions.

#### **50. Insurance**

- 50.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to Purchaser within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at Purchaser's sole option, result in this Contract's termination.
- 50.2. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
  - b) Business Automobile Liability (hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
  - c) Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
  - d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
- 50.3. Contractor shall pay premiums on all insurance policies. Such insurance policies shall name Purchaser as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number T03-MST-001 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to Purchaser by the insurer.

- 50.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 50.5. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 50.6. Contractor shall furnish to Purchaser copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at Purchaser's sole option, result in this Contract's termination.
- 50.7. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to Purchaser in this Contract.

## **51. Industrial Insurance Coverage**

Prior to performing work under this Master Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Master Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DIS and Purchaser for recovery of damages to the extent they are covered by workers compensation or other insurance required to be purchased by Contractor under this Master Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of this Master Contract.

## **52. OSHA/WISHA**

Contractor represents and warrants that its Products, when shipped meet then current federal and state safety and health regulations. Contractor agrees to indemnify and hold Purchaser harmless from all damages assessed against Purchaser as a result of the failure of the Products furnished under this Contract to so comply.

## **53. Licensing Standards**

Contractor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Master Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

## **54. Compliance with Civil Rights Laws**

During the performance of this Master Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and chapter

49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Master Contract may be rescinded or terminated in whole or in part under the **Termination for Default** section, and Contractor may be declared ineligible for further Contracts with the State. In addition to the cancellation of this Master Contract, Contractor may be subject to remedies under federal and state law.

## **55. Severability**

The terms and conditions of this Master Contract are declared severable. If any term or condition of this Master Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

## **56. Waiver**

Waiver of any breach of any term or condition of this Master Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Master Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

## **57. Treatment of Assets**

- 57.1. Title to all property furnished by either party in the performance of this Contract shall remain vested in that party. Title to Developed Code furnished by Contractor, for which Contractor is entitled to reimbursement under this Master Contract shall pass to and vest in Purchaser pursuant to Section 11, **Ownership/Rights in Data**. Configurations are jointly owned by Purchaser and Contractor.
- 57.2. Any property of Purchaser furnished to Contractor, unless otherwise provided herein or approved by Purchaser, shall be used only for the performance of this Master Contract.
- 57.3. Each party shall be responsible for any loss or damage to property of the other party which results from willful misconduct or negligence on the part of the responsible party or which results from the failure on the part of the responsible party to maintain and administer that property in accordance with sound management practices.
- 57.4. Upon loss, destruction, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 57.5. Contractor shall surrender to Purchaser all Purchaser's property prior to settlement upon completion, termination, or cancellation of this Master Contract.
- 57.6. All references to Contractor under this section shall also include Contractor's employees, agents, or subcontractors.

## **58. Contractor's Proprietary Information**

Contractor acknowledges that Purchaser is subject to chapter 42.17 RCW, the Public Disclosure Act, and that this Master Contract and any Statement of Works shall be public records as defined in chapter 42.17 RCW. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, Purchaser

shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchaser will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

## **Disputes and Remedies**

### **59. Disputes**

- 59.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser or DIS and it cannot be resolved between the parties with the aid of the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 59.2. Disputes shall be resolved as quickly as possible. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within ten (10) Business Days.
  - a) Both parties shall have ten (10) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within ten (10) Business Days, a dispute resolution panel may be requested in writing by the initiating party, who shall also identify the first panel member.
  - b) Within ten (10) Business Days of receipt of the initiating party's request, the responding party will designate a panel member. The two panel members will appoint a third member to the panel within the next ten (10) Business Days.
  - c) Each of the parties agrees to bear the costs of its own designated panel member. The costs for the third panel member shall be shared equally by the parties.
  - d) The panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
  - e) The parties agree that the decision of the panel will be binding.
- 59.3. Purchaser, DIS and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Master Contract which are not affected by the dispute.
- 59.4. Purchaser, DIS and Contractor agree to exercise good faith in dispute resolution and, whenever possible, to settle disputes prior to using the dispute resolution panel. No party shall commence litigation against another before the panel has issued its decision on the matter in dispute.

### **60. Attorneys' Fees and Costs**

If any party brings litigation to enforce any term, condition, or section of this Master Contract, or as a result of this Master Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

## 61. Non-Exclusive Remedies

The remedies provided for in this Master Contract shall not be exclusive, except as otherwise provided for in Section 13 **Date Warranty** and Section 7A of Schedule C, but are in addition to all other remedies available under law.

## 62. Liquidated Damages

### 62.1. Liquidated Damages – General

- a) In some instances any delay by Contractor in meeting the delivery date set forth in a SOW will interfere with the proper implementation of Purchaser's programs and will result in loss and damage to Purchaser. In those instances Purchaser may include a liquidated damages clause containing mutually agreeable terms in its SOW.
- b) As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, Purchaser and Contractor agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the SOW and the parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty.
- c) Liquidated damages provided under the terms of this Master Contract and any SOW are subject to the same limitations as provided in the section titled **Limitation of Liability**.

### 62.2. Liquidated Damages – Specific

The specific liquidated damage amounts and timelines will be set forth in the SOW. (See Schedule B –*Statement of Work Template*.)

## 63. Failure to Perform

If Contractor fails to perform any substantial obligation under this Master Contract, Purchaser shall give Contractor written notice of such failure to perform. If, after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then without penalty to Purchaser, Purchaser may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved.

## 64. Limitation of Liability

- 64.1. Except as provided for in section 48 **Patent and Copyright Indemnification** and section 49 **Save Harmless**, either party's liability for damages under this agreement shall in no event exceed two (2) times the amount paid or payable by Purchaser to Interwoven for the Software or the Services as to which the claim arose or Five Hundred Thousand Dollars (\$500,000), whichever is higher.
- 64.2. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand by a third party, which third party is not a party to this Agreement, based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Master Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **Termination for Default** and **Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

- 64.3. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective Subcontractors.
- 64.4. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.
- 64.5. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

## **Contract Termination**

### **65. Termination for Default**

- 65.1. If Contractor violates any material term or condition of this Master Contract or a Statement of Work or fails to fulfill in a timely and proper manner its obligations under this Master Contract or a Statement of Work, the DIS Contract Administrator or the affected Purchaser shall give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If Contractor's failure or violation is not so corrected, Purchaser, at its option, may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved, or pursue immediate termination of a Statement of Work or this Master Contract, as appropriate.. In such event, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor or Purchaser's Statement of Work may be terminated by written notice from Purchaser to Contractor. The option to terminate this Master Contract shall be at the sole discretion of DIS.
- 65.2. In the event DIS terminates this Master Contract or Purchaser terminates a Statement of Work due to an uncured breach of this Agreement by Contractor, DIS or Purchaser shall have the right to procure the Software and/or Services that are the subject of this Master Contract on the open market and, subject to Section 66, Limitation of Liability, Contractor shall be liable for all damages, including, but not limited to:
- a) The cost difference between the original Master Contract price for the Software and/or Services and the replacement costs of such Software and/or Services acquired from another Contractor; and
  - b) If applicable, all administrative costs directly related to the replacement of the Master Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.

Purchaser or DIS shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe Purchaser or DIS for Contractor's default.

- 65.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its performance obligations under this Master Contract, then Contractor shall give the DIS Contracting Officer or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days. If such failure to perform is not so corrected, Purchaser's Statement of Work may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated immediately by written notice from Contractor to the DIS Contracting Officer.
- 65.4. If it is determined the failure to perform is without the defaulting party's control, fault, or negligence; the termination shall be deemed a Termination for Convenience.
- 65.5. This section shall not apply to any failure to perform that results from the willful or negligent acts or omissions of the aggrieved party.

#### **66. Termination for Convenience**

- 66.1. When it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor. Invocation of the **Termination for Withdrawal of Authority** or **Termination for Non-Allocation of Funds** sections shall be deemed a Termination for Convenience but will not require such fourteen (14) calendar days written notice.
- 66.2. If this Master Contract is so terminated, Purchaser is liable only for payments required by the terms of this Master Contract for Software and/or Services received and accepted by Purchaser prior to the effective date of termination.

#### **67. Termination for Withdrawal of Authority**

In the event that the authority of Purchaser or DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract and prior to normal completion, DIS may terminate this Master Contract under the **Termination for Convenience** section. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Master Contract to acquire similar Software and/or Services from a third party.

#### **68. Termination for Non-Allocation of Funds**

If funds are not allocated to continue this Master Contract in any future period, Purchaser or DIS will not be obligated to pay any further charges for Software and/or Services beyond the end of the then-current period. In such case, Purchaser or DIS agrees to notify Contractor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit Purchaser or DIS to terminate this Master Contract to acquire similar Software and/or Services from a third party.

## **69. Termination for Conflict of Interest**

DIS may terminate this Master Contract by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract.

## **70. Termination Procedure**

- 70.1. Upon termination of all or part of this Master Contract or a Statement of Work, and in addition to any other rights provided in this Contract, DIS may require Contractor to deliver to Purchaser or DIS, as appropriate, any property or Work Product specifically produced or acquired for the performance of such part of this Master Contract as has been terminated.
- 70.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for Software and/or Services received and accepted by Purchaser, *provided that*, in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract or the Statement of Work had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor for such Software and/or Services, such sum as Purchaser determines necessary to protect Purchaser from potential loss or liability.
- 70.3. Within thirty (30) calendar days of notice, either party shall pay any damages due the other party, provided that such damages have been determined pursuant to the **Disputes** section above.

## **Activity Reporting and Administration Fee**

### **71. DIS Master Contract Administration Fee and Collection**

- 71.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 71.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 71.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.
- 71.4. Contractor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator along with the Master Contract Activity Report.

### **72. Master Contract Activity Reporting**

- 72.1. Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Software and/or Services purchased under this Master Contract. The report shall identify:



- a) This Master Contract number (T03-MST-001);
  - b) Each Purchaser making purchases during that quarter;
  - c) The total purchase price (excluding sales tax) for each Purchaser; and,
  - d) The sum of all purchase prices (excluding sales tax) for all Purchasers; and
  - e) The amount of the DIS Master Contract Administration Fee.
- 72.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted by the 15<sup>th</sup> calendar day of the month following the quarter in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.
- 72.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 72.4. Quarterly Activity Reports are required even if no activity occurred.
- 72.5. Upon request by DIS, Contractor shall provide the contact information of all Purchasers during the term of the Master Contract in the format requested.

### **73. Failure to Remit Reports/Fees**

- 73.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.
- 73.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract. Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.
- 73.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.
- 73.4. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

## **Contract Execution**

### **74. Authority to Bind**

The signatories to this Master Contract represent that they have the authority to bind their respective organizations to this Contract.


## 75. Counterparts

This Master Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Master Contract signed by each party, for all purposes.

*In Witness Whereof*, the parties hereto, having read this Master Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.


### APPROVED

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
Signature  
Michael D. McVicker  
\_\_\_\_\_  
Print or Type Name  
Asst. Director 7/25/02  
\_\_\_\_\_  
Title Date

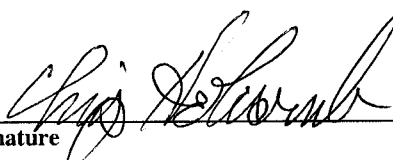
### APPROVED

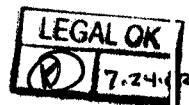
Interwoven, Inc.

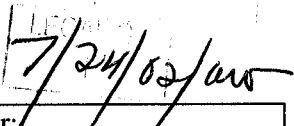
  
\_\_\_\_\_  
Signature  
Brenda Murray  
\_\_\_\_\_  
Print or Type Name  
Dir of Fin & Acct 7/24/02  
\_\_\_\_\_  
Title Date

### Approved as to Form

State of Washington,  
Office of the Attorney General

  
\_\_\_\_\_  
Signature  
Chip Holcomb  
\_\_\_\_\_  
Print or Type Name  
Senior Counsel, AGO 7/25/02  
\_\_\_\_\_  
Title Date



  
7/24/02/ans

|   |                                |
|---|--------------------------------|
| Contractor's Phone Number:                  | Steve Ferrero (425) 519 - 3666 |
| Contractor's Fax Number:                    | (425) 519 - 3667               |
| Contractor's UBI Number:                    | 601 894 653                    |
| Minority or Woman Owned Business Enterprise |                                |
| Yes _____                                   | No X                           |
| (Certification Number)                      |                                |

**Schedule A**  
  
***Authorized Price List***  
  
**for**  
**Master Contract No. T03-MST-001**  
**with**  
**Interwoven, Inc.**

Contractor is authorized under the above-referenced Master Contract to sell only the Software and Services identified in this Schedule A at the prices set forth therein.

This Schedule may be modified only in a writing signed by the DIS Contract Administrator and Contractor.

[Excel Spreadsheet of prices inserted next]

| Description  | Licenses    |          |            | Standard Maintenance |          |            | Premium Maintenance |          |            |
|--|-------------|----------|------------|----------------------|----------|------------|---------------------|----------|------------|
|  | Price       | Discount | Ext. price | Price                | Discount | Ext. price | Price               | Discount | Ext. price |
| <b>Content Management Software</b>   |             |          |            |                      |          |            |                     |          |            |
| <b>Client Users:</b>   |             |          |            |                      |          |            |                     |          |            |
| Power User   | \$1,000     | 55%      | \$450      | \$180                | 55%      | \$81       | \$250               | 55%      | \$113      |
| Author   | \$500       | 55%      | \$225      | \$90                 | 55%      | \$41       | \$130               | 55%      | \$59       |
| FrontOffice User   | \$250       | 55%      | \$113      | \$50                 | 55%      | \$23       | \$70                | 55%      | \$32       |
| Reviewer   | \$125       | 55%      | \$56       | \$30                 | 55%      | \$14       | \$100               | 55%      | \$45       |
| Portal User Pack (2,500 Users)   | \$300,000   | 55%      | \$135,000  | \$54,000             | 55%      | \$24,300   | \$75,000            | 55%      | \$33,750   |
| Portal User Pack (10,000 Users)  | \$1,000,000 | 55%      | \$450,000  | \$180,000            | 55%      | \$81,000   | \$250,000           | 55%      | \$112,500  |
| Portal User Pack (20,000 Users)  | \$1,500,000 | 55%      | \$675,000  | \$270,000            | 55%      | \$121,500  | \$375,000           | 55%      | \$168,750  |
| <b>Content Distribution Software</b>   |             |          |            |                      |          |            |                     |          |            |
| <b>OpenDeploy:</b>   |             |          |            |                      |          |            |                     |          |            |
| OpenDeploy Server (includes 1 license of DataDeploy, 1 Receiver)                     | \$35,000    | 55%      | \$15,750   | \$6,300              | 55%      | \$2,835    | \$8,800             | 55%      | \$3,960    |
| OpenDeploy Base Package (includes 1 DataDeploy, 1 OpenDeploy Server and 3 receivers) | \$40,000    | 55%      | \$18,000   | \$7,200              | 55%      | \$3,240    | \$10,000            | 55%      | \$4,500    |
| OpenDeploy Receiver  | \$2,500     | 55%      | \$1,125    | \$500                | 55%      | \$225      | \$700               | 55%      | \$315      |
| OpenDeploy Receiver - Starter Pack (includes 10 receivers)                           | \$20,000    | 55%      | \$9,000    | \$3,600              | 55%      | \$1,620    | \$5,000             | 55%      | \$2,250    |
| <b>OpenSyndicate</b>   |             |          |            |                      |          |            |                     |          |            |
| OpenSyndicate Server   | \$50,000    | 55%      | \$22,500   | \$9,000              | 55%      | \$4,050    | \$12,500            | 55%      | \$5,625    |
| OpenSyndicate SyncCapture Receiver   | \$10,000    | 55%      | \$4,500    | \$1,500              | 55%      | \$675      | \$2,500             | 55%      | \$1,125    |
| OpenSyndicate Receiver   | \$500       | 55%      | \$225      | \$100                | 55%      | \$45       | \$200               | 55%      | \$90       |
| <b>OpenChannel:</b>  |             |          |            |                      |          |            |                     |          |            |
| OpenChannel Dual CPU (Requires TeamSite and TeamSite Templating)                     | \$10,000    | 55%      | \$4,500    | \$1,800              | 55%      | \$810      | \$2,500             | 55%      | \$1,125    |
| OpenChannel Four CPU (Requires TeamSite and TeamSite Templating)                     | \$12,500    | 55%      | \$5,625    | \$2,300              | 55%      | \$1,035    | \$3,200             | 55%      | \$1,440    |
| OpenChannel Unlimited CPU (Requires TeamSite and TeamSite Templating)                | \$15,000    | 55%      | \$6,750    | \$2,700              | 55%      | \$1,215    | \$3,800             | 55%      | \$1,710    |
| <b>Content Intelligence Software</b>   |             |          |            |                      |          |            |                     |          |            |
| <b>Metatagger:</b>   |             |          |            |                      |          |            |                     |          |            |
| Metatagger Dual CPU (Requires TeamSite)  | \$75,000    | 55%      | \$33,750   | \$13,500             | 55%      | \$6,075    | \$18,800            | 55%      | \$8,460    |
| Metatagger Four CPU (Requires TeamSite)  | \$85,000    | 55%      | \$38,250   | \$15,300             | 55%      | \$6,885    | \$21,300            | 55%      | \$9,585    |
| Metatagger Unlimited CPU (Requires TeamSite)   | \$95,000    | 55%      | \$42,750   | \$17,100             | 55%      | \$7,695    | \$23,800            | 55%      | \$10,710   |

Master Contract Number  
T03-MST-001

**Interwoven, Inc.**  
**Content Management Software and Services**

Schedule A: Price List  
July 2002

| Description   | Price     | Discount | Ext. price |
|---|-----------|----------|------------|
| <b>Interwoven Professional Services (includes T&amp;E expenses)</b> |           |          |            |
| <b>Core Service Offering</b>  |           |          |            |
| Fast Forward Core Services Pack (30 days)                           | \$86,500  | 25%      | \$64,875   |
| Add-on Module for Advanced Templating                               | \$29,000  | 25%      | \$21,750   |
| Add-on Module for Advanced Workflow                                 | \$29,000  | 25%      | \$21,750   |
| Add-on Module for Content Deployment                                | \$29,000  | 25%      | \$21,750   |
| Add-on Module for Database Connectivity                             | \$43,200  | 25%      | \$32,400   |
| Add-on Module for Non-Turbo Application Server Virtualization       | \$29,000  | 25%      | \$21,750   |
| Add-on Module for Turbo Implementation                              | \$29,000  | 25%      | \$21,750   |
| Add-on Module for Basic Content Intelligence                        | \$14,500  | 25%      | \$10,875   |
| Add-on Module for Post Production Support                           | \$14,500  | 25%      | \$10,875   |
| Add-on Module for TeamSite FrontOffice Implementation               | \$8,650   | 25%      | \$6,488    |
| Add-on Module for Audit Services                                    | \$14,500  | 25%      | \$10,875   |
| Add-on Module for Upgrade Support                                   | \$21,000  | 25%      | \$15,750   |
| <b>Content Intelligence Services Pack Modules</b>                   |           |          |            |
| Recognition Services Pack   | \$46,000  | 25%      | \$34,500   |
| Classification Services Pack  | \$46,000  | 25%      | \$34,500   |
| Add-on Module for Advanced Classification                           | \$11,500  | 25%      | \$8,625    |
| Content Intelligence Extraction Services Pack                       | \$11,500  | 25%      | \$8,625    |
| Content Intelligence Custom Vocabulary Services Pack                | \$80,500  | 25%      | \$60,375   |
| Enterprise Content Intelligence Services Pack                       | \$138,000 | 25%      | \$103,500  |
| TeamAccelerator Setup Pack for TeamXpress (with Turbo)              | \$57,500  | 25%      | \$43,125   |
| TeamAccelerator Setup Pack for TeamXpress                           | \$46,000  | 25%      | \$34,500   |
| Expert Services Pack  | \$69,000  | 25%      | \$51,750   |
| TeamCatalog Basic Services Pack                                     | \$14,500  | 25%      | \$10,875   |
| Proof of Concept Services Pack                                      | \$14,500  | 25%      | \$10,875   |
| Advisory Consulting Services Pack                                   | \$14,500  | 25%      | \$10,875   |
| Portal Ready Entry Services Pack                                    | \$17,500  | 25%      | \$13,125   |
| TeamSite Workflow Monitor Services Pack                             | \$11,500  | 25%      | \$8,625    |
| TeamSite Performance and Stability Services Pack                    | \$23,000  | 25%      | \$17,250   |
| TeamSite Administrative Services Pack                               | \$23,000  | 25%      | \$17,250   |
| <b>Custom Services</b>  |           |          |            |
| Project Management (per day, including T&E)                         | \$3,450   | 25%      | \$2,600    |
| Architectural Consulting (per day, including T&E)                   | \$3,450   | 36%      | \$2,200    |
| Implementation Consulting (per day, including T&E)                  | \$2,875   | 30%      | \$2,000    |
| Information Architecture Consulting (per day, including T&E)        | \$2,875   | 30%      | \$2,000    |

Master Contract Number  
T03-MST-001

**Interwoven, Inc.**  
**Content Management Software and Services**

Schedule A: Price List  
July 2002

| Description  | Price    | Discount | Ext. price |
|--|----------|----------|------------|
| <b>Interwoven Training Services</b>  |          |          |            |
| <b>Training at Interwoven</b>  |          |          |            |
| Using TeamSite (per student)   | \$600    | 25%      | \$450      |
| Developing TeamSite Templates (per student)                                | \$850    | 25%      | \$638      |
| Advanced TeamSite Template Development (per student)                       | \$850    | 25%      | \$638      |
| TeamSite Project Administration (per student)                              | \$850    | 25%      | \$638      |
| TeamSite System Administration (per student)                               | \$850    | 25%      | \$638      |
| TeamSite DataDeploy (per student)  | \$2,000  | 25%      | \$1,500    |
| TeamSite Workflow Fundamentals (per student)                               | \$600    | 25%      | \$450      |
| Workflow Development with Perl Programming - 4 days (per student)          | \$3,000  | 25%      | \$2,250    |
| Workflow Development Only - 2 days (per student)                           | \$2,000  | 25%      | \$1,500    |
| Introduction to Interwoven MetaTagger (per student)                        | \$600    | 25%      | \$450      |
| TeamSite OpenDeploy Administration (per student)                           | \$2,000  | 25%      | \$1,500    |
| TeamCatalog Administration and Use (per student)                           | \$2,000  | 25%      | \$1,500    |
| Train the Trainer Enterprise (Using TeamSite and TeamSite for Authors)     | \$35,000 | 25%      | \$26,250   |
| TeamSite 5.5 System Administration Update Seminar                          | \$500    | 25%      | \$375      |
| <b>Training at Customer Premises</b>                                       |          |          |            |
| Using TeamSite (per class)   | \$3,500  | 25%      | \$2,625    |
| Introduction to Interwoven MetaTagger (per class)                          | \$3,500  | 25%      | \$2,625    |
| TeamSite for Authors (per class)   | \$2,000  | 25%      | \$1,500    |
| Developing TeamSite Templates (per class)                                  | \$4,000  | 25%      | \$3,000    |
| TeamSite Project Administration (per class)                                | \$4,000  | 25%      | \$3,000    |
| TeamSite Workflow Fundamentals (per class)                                 | \$3,500  | 25%      | \$2,625    |
| TeamAccelerator Training Pack - □(Includes 2 Administration courses)       | \$7,500  | 25%      | \$5,625    |
| Travel and On-Site Setup Fee (per session)                                 | \$1,500  |          | \$1,500    |
| <b>Computer/Web-Based Training Program</b>                                 |          |          |            |
| Using TeamSite - Web-Based Training (1 Training User, 1 CPU per user)      | \$175    | 25%      | \$131      |
| Using TeamSite Enterprise - Web-Based Training (unlimited use)             | \$30,000 | 25%      | \$22,500   |
| Using TeamSite Enterprise maintenance                                      | \$15,000 | 25%      | \$11,250   |
| Using TeamSite for Authors - Web-Based Training (1 Training User)          | \$150    | 25%      | \$113      |
| Using TeamSite for Authors Enterprise - Web-Based Training (unlimited use) | \$20,000 | 25%      | \$15,000   |
| Using TeamSite for Authors Enterprise maintenance                          | \$10,000 | 25%      | \$7,500    |
| TeamAccelerator Training Pack - □(Includes 2 Administration courses)       | \$5,000  | 25%      | \$3,750    |

| Description  | Licenses  |          |            | Standard Maintenance |          |            | Premium Maintenance |          |            |
|--|-----------|----------|------------|----------------------|----------|------------|---------------------|----------|------------|
|  | Price     | Discount | Ext. price | Price                | Discount | Ext. price | Price               | Discount | Ext. price |
| <b>Content Management Software</b>   |           |          |            |                      |          |            |                     |          |            |
| <b>Server (Unlimited Users - No Client Licenses Necessary):</b>                      |           |          |            |                      |          |            |                     |          |            |
| TeamSite Dual CPU (includes 1 license of Templating, DataDeploy and OpenDeploy)      | \$120,000 |          | \$120,000  | \$21,600             |          | \$21,600   | \$30,000            |          | \$30,000   |
| TeamSite Four CPU (includes 1 license of Templating, DataDeploy and OpenDeploy)      | \$140,000 |          | \$140,000  | \$25,200             |          | \$25,200   | \$35,000            |          | \$35,000   |
| TeamSite Unlimited CPU (includes 1 license of Templating, DataDeploy and OpenDeploy) | \$190,000 |          | \$190,000  | \$34,200             |          | \$34,200   | \$47,500            |          | \$47,500   |
| <b>Server (Named User Client Licenses required in addition to Server license):</b>   |           |          |            |                      |          |            |                     |          |            |
| TeamSite Dual CPU (includes 1 license of Templating, DataDeploy and OpenDeploy)      | \$145,000 | 55%      | \$85,250   | \$26,100             | 55%      | \$11,745   | \$36,300            | 55%      | \$16,335   |
| TeamSite Four CPU (includes 1 license of Templating, DataDeploy and OpenDeploy)      | \$175,000 | 55%      | \$78,750   | \$31,500             | 55%      | \$14,175   | \$43,800            | 55%      | \$19,710   |
| TeamSite Unlimited CPU (includes 1 license of Templating, DataDeploy and OpenDeploy) | \$225,000 | 55%      | \$101,250  | \$40,500             | 55%      | \$18,225   | \$56,300            | 55%      | \$25,335   |
| TeamCatalog (Maximum SKUs allowed 50,000)  | \$145,000 | 55%      | \$85,250   | \$26,100             | 55%      | \$11,745   | \$36,300            | 55%      | \$16,335   |
| TeamCatalog (Maximum SKUs allowed 125,000)   | \$175,000 | 55%      | \$78,750   | \$31,500             | 55%      | \$14,175   | \$43,800            | 55%      | \$19,710   |
| TeamCatalog (Maximum SKUs allowed 250,000)   | \$225,000 | 55%      | \$101,250  | \$40,500             | 55%      | \$18,225   | \$56,300            | 55%      | \$25,335   |
| TeamSite Front-Office Server   | \$3,000   | 55%      | \$1,350    | \$600                | 55%      | \$270      | \$800               | 55%      | \$360      |
| TeamXML Dual CPU   | \$75,000  | 55%      | \$33,750   | \$13,500             | 55%      | \$6,075    | \$18,800            | 55%      | \$8,460    |
| TeamXML Four CPU   | \$85,000  | 55%      | \$38,250   | \$15,300             | 55%      | \$6,885    | \$21,300            | 55%      | \$9,585    |
| TeamXML Unlimited CPU  | \$95,000  | 55%      | \$42,750   | \$17,100             | 55%      | \$7,695    | \$23,800            | 55%      | \$10,710   |
| <b>Server Optional Add-on Modules:</b>   |           |          |            |                      |          |            |                     |          |            |
| TeamSite High Availability Server Dual CPU   | \$50,000  | 55%      | \$22,500   | \$9,000              | 55%      | \$4,050    | \$12,500            | 55%      | \$5,625    |
| TeamSite High Availability Server Four CPU   | \$60,000  | 55%      | \$27,000   | \$10,800             | 55%      | \$4,860    | \$15,000            | 55%      | \$6,750    |
| TeamSite High Availability Server Unlimited CPU                                      | \$70,000  | 55%      | \$31,500   | \$12,600             | 55%      | \$5,670    | \$17,500            | 55%      | \$7,875    |
| Interwoven Development Server Suite  | \$70,000  | 55%      | \$31,500   | \$12,600             | 55%      | \$5,670    | \$17,500            | 55%      | \$7,875    |
| Interwoven Global Report Center (per 10 users)                                       | \$3,000   | 55%      | \$1,350    | \$600                | 55%      | \$270      | \$800               | 55%      | \$360      |
| Interwoven Turbo for MSCS2000  | \$35,000  | 55%      | \$15,750   | \$6,300              | 55%      | \$2,835    | \$8,800             | 55%      | \$3,960    |
| Interwoven Turbo for BEA Weblogic  | \$35,000  | 55%      | \$15,750   | \$6,300              | 55%      | \$2,835    | \$8,800             | 55%      | \$3,960    |
| Interwoven Turbo for ATG   | \$35,000  | 55%      | \$15,750   | \$6,300              | 55%      | \$2,835    | \$8,800             | 55%      | \$3,960    |
| Interwoven Turbo for IBM   | \$35,000  | 55%      | \$15,750   | \$6,300              | 55%      | \$2,835    | \$8,800             | 55%      | \$3,960    |

Upon the Effective Date of this Contract Interwoven's Training Products are described as follows:

### **Education Offerings – as per Interwoven Price List**

#### *Training at Interwoven*

##### Using TeamSite

**Target Audience:** Users who will provide content to the corporate web or intranet.

**Course Length:** 1 day

**Course Description:** Using TeamSite introduces users to basic content management principles. By employing TeamSite, Interwoven's content management software, users learn critical concepts associated with developing, maintaining and deploying web content. Users learn how to utilize TeamSite structures and roles to concurrently create, test, edit and manage files in the context of the complete website production process.

##### Developing TeamSite Templates

**Target Audience:** Those who will create templates for the corporate web or intranet.

**Course Length:** 1 day

**Course Description:** The Developing TeamSite Templates course is for those responsible for designing and maintaining TeamSite templates. The objective of this course is to explain TeamSite Templating capabilities and the operational model, as well as learning to create reusable templates.

##### Advanced TeamSite Template Development

**Target Audience:** Template developers who will use the advanced features of TeamSite Templating to build sophisticated templates.

**Course Length:** 1 day

**Course Description:** The Advanced TeamSite Template Development course builds on the knowledge and skills learned in the Developing TeamSite Templates course. In this class, template developers will learn how to use iw-perl, iw-sql, callouts, and component templates to build sophisticated presentation templates.

##### TeamSite Project Administration

**Target Audience:** Technical managers or project leaders who will manage TeamSite web development projects.

**Course Length:** 1 day

**Course Description:** In this course, the student will learn to create new branches in TeamSite, upload website content, set permissions, manage work areas, manage user access, and manage editions. Students will also learn to manage complex projects that require multiple branches, remove obsolete information from TeamSite, revert websites to prior versions, use metadata in TeamSite to manage content, use OpenDeploy to send completed content to live web servers, and use TeamSite's reporting tools to track the development process.



### TeamSite System Administration

**Target Audience:** System administrators or development staff who will be responsible for the installation, management and configuration of a TeamSite server or Interwoven OpenDeploy.

**Course Length:** 2 days

**Course Description:** This course covers the topics needed for installation, configuration, and routine maintenance of a TeamSite server. This includes pre-installation procedures, licensing, managing the server status, configuring custom options, backing store maintenance, backup procedures, and proxy server administration. This course also covers Interwoven OpenDeploy, including installation on client and server systems, basic configuration options, deployment filtering, deploy-and-run scripting, transactional deployment and security models.

### TeamSite DataDeploy Administration

**Target Audience:** Those who will install, configure, and invoke DataDeploy.

**Course Length:** 2 days

**Course Description:** In this course, participants will learn the capabilities of TeamSite DataDeploy and how to install, configure, and integrate the product. The course presents an overview of the product capabilities, introduces terminology, and then dives into the details of configuration.

*Note: Participants are expected to know the details of DataDeploy DAS from the Advanced Templating or Technical Boot Camp classes.*

### TeamSite Workflow Fundamentals

**Target Audience:** Those who will design workflow and configure existing workflows.

**Course Length:** 1 day

**Course Description:** The TeamSite Workflow Fundamentals course is for those responsible for designing a workflow from a business process definition. At the end of this course, students will know the capabilities of TeamSite workflow, will be able to use the TeamSite Workflow Builder, and will be able to configure standard workflows.

### TeamSite Workflow Developer

**Target Audience:** Those who will code custom workflow solutions requiring external tasks.

**Course Length:** 2 days (OPTIONAL: Introduction to Perl – 2 days)

**Course Description:** Intended for those who will create custom workflows, TeamSite Workflow Developer builds on the knowledge gained in the TeamSite Workflow Fundamentals course when students learn the basics of the TeamSite workflow solution and how to configure 'out of the box' workflows. Students who are not proficient with perl will benefit from the Introduction to Perl class offered before each TeamSite Workflow Developer class.

### Introduction to Interwoven MetaTagger

**Target Audience:** Information engineers, vocabulary administrators and domain experts.

**Course Length:** 1 day

**Course Description:** This class will provide students with a high level overview of MetaTagger and content intelligence, including the MetaTagger GUI, MetaSource Editor, MetaTagger Administration GUI and the vocabulary creation process.

### Interwoven MetaTagger Administration

**Target Audience:** Information engineers, vocabulary administrators, and domain experts who need to understand and/or construct the various MetaTagger processors.

**Course Length:** 2 days

**Course Description:** Using web asset metadata can enhance intelligent searching, personalization and the intelligent categorizing of content. This MetaTagger Administration course provides students will hands-on experience in building the MetaTagger processors: preprocessor, pattern extractor, recognizer, classifier, rules engine and summarizer. And introduction to tuning and evaluation is also covered.

### OpenDeploy Administration

**Target Audience:** System administrators and other individuals responsible for planning, implementing, and managing deployment.

**Course Length:** 2 days

**Course Description:** In this course, students will learn to manage the deployment of content from TeamSite servers to production web servers. The course covers setting up OpenDeploy, basic deployment concepts, and using XML to modify configuration files for customized deployments. Students will learn how to use the OpenDeploy software interface to view and edit deployment details, start, stop, and schedule deployments, and view deployment configurations. The course also covers troubleshooting, using deployment logs, deployment encryption, and deployment scripting.

### Introduction to Interwoven TeamXML

**Target Audience:** This course is intended for all TeamXML users who will be authoring content or administering the TeamXML server.

**Course Length:** 1 day

**Course Description:** This is an introductory course in TeamXML covering concepts, terms and other fundamentals of Enterprise Content management of XML documents. Students will first learn basic XML and TeamXML concepts and how XML is used in today's enterprise businesses. Students will learn to access a TeamXML repository from remote third-party authoring tools to create, edit and version XML assets. Students will also learn how XML assets can be used to produce final products in print, web or other media.

### TeamXML Administration

**Target Audience:** This course is intended for TeamXML administrators who will be managing a TeamXML server.

**Course Length:** 1 day

**Course Description:** This course covers the set-up, configuration and administration of a TeamXML server. Students will first learn how to set up the server and upload their content, then how to analyze content assets such as manuals, publications, web sites and other forms of content to determine the correct way to implement their content management plan in TeamXML. Students will learn the details of creating TeamXML category definition files and tools to create document and component categories and will also learn to manage the TeamXML search engine.

### TeamSite for Authors – on-site class only

**Target Audience:** End-users who will be using the WebDesk user interface.

**Course Length:** ½ day

**Course Description:** Using TeamSite for Authors is essentially a “lite” version of our Using TeamSite course and is intended for casual contributors utilizing our WebDesk user interface. The Using TeamSite for Authors class is available only as an on-site or dedicated class – it is not offered as part of our standard curriculum.

## **Web-based Training Offerings**

### Using TeamSite Web-based Training

**Target Audience:** All users who provide content to the corporate web or intranet.

**Course Description:** Using TeamSite Web-based Training is an interactive, browser-based course designed for TeamSite users. Now all web contributors can learn how to fully utilize TeamSite's functionalities at their own speed, at their convenience, and at their own desk. Users can choose to take just the modules they need as often as necessary. This web-based training also includes interactive quizzes that test for comprehension and provides informative feedback to the participant.

### Using TeamSite for Authors Web-based Training

**Target Audience:** All casual contributors who will provide content to the corporate web or intranet.

**Course Description:** Using TeamSite for Authors Web-based Training is an interactive, browser-based course designed for TeamSite authors. Now authors can learn how to create and edit files, use templates to create content, and work with assigned tasks in a workflow at their own speed, at their convenience, and at their own desk. Authors can choose to take just the modules they need as often as necessary. This web-based training also includes interactive quizzes that test for comprehension and provides informative feedback to the participant.

## **Training Packages**

### TeamSite System Administration Series

**Target Audience:** System administrators or development staff who will be responsible for the installation, management, and configuration of a TeamSite or OpenDeploy server.

**Course Length:** 5 days

**Course Description:** The TeamSite System Administration series covers the topics needed for installation, configuration, and routine maintenance of a TeamSite server. This includes pre-installation procedures, licensing, managing the server status, configuring custom options, backing store maintenance, backup procedures, and proxy server administration. This course also covers Interwoven OpenDeploy including installation on client and server systems, basic configuration options, deployment filtering, deploy-and-run scripting, transactional deployment and security models. This series includes all pre-requisite information included in the Using TeamSite class. This class is platform dependent – Windows or Solaris servers.

### TeamSite Project Administration Series

**Target Audience:** Project administrators, project leaders, technical managers or software evaluators who will be responsible for managing a TeamSite project or evaluating a TeamSite solution.

**Course Length:** 4 days

***Course Description:*** The TeamSite Project Administration series covers the topics from the using TeamSite, TeamSite Project Administration, Developing TeamSite Templates and TeamSite Workflow Fundamentals classes. After completing this series, students will be able to use the TeamSite product to add content, load content, add users and control user roles, create TeamSite templates and use the TeamSite Workflow Builder.

**TeamSite Developer Series**

***Target Audience:*** IT or Development staff who will be responsible for creating and maintaining templates and workflows.

***Course Length:*** 4 days

***Course Description:*** The TeamSite Developer series teaches how to use the TeamSite product, how to create TeamSite templates, how to configure standard workflows and how to use the TeamSite Workflow Builder.

# Schedule B

## *Statement of Work Form*

### Instructions to Purchaser for using this form:

This form has been specially drafted to facilitate the process of establishing a Statement of Work (SOW) between Purchasers and Contractor. Contractor will have many SOWs to administer; therefore, to the extent possible do not modify the language or the order of the terms and conditions in this form. Provide your requirements in the sections indicated or in an attachment.

This SOW contains those terms and conditions of the Master Contract deemed most pertinent to the work between the Purchaser and Contractor; however, it does not include *all* of the parties' responsibilities. Purchaser should also be familiar with the terms and conditions of the Master Contract that affect the business relationship with Contractor.

Purchaser should include in its contract file a copy of the Master Contract and Schedules in effect at the time of entering into a SOW. The Master Contract contains additional Contractor duties and obligations other than the selected terms and conditions restated in the SOW. The terms and conditions of the Master Contract are incorporated into and control the terms and conditions of the SOW.

Purchaser may want to assign a number to the SOW in accordance with Purchaser's contract numbering system. Purchaser's SOW does not need to be sent to or approved by DIS.

On this form SOW, instructions appear in brackets [ ] in red. In addition, Contractor and Purchaser shall provide information and/or draft text where indicated in red.

**Statement of Work YY-YY**  
**to**  
**Master Contract Number T03-MST-001**  
**Content Management Software and Services**

This Statement of Work (SOW) is made and entered by and between *[Purchaser's Name]* ("**Purchaser**"), and Interwoven, Inc. ("**Contractor**"), for the purpose of providing Content Management Software and Services (hereinafter collectively referred to as "**Products**") to Purchaser. This SOW incorporates by reference and Purchaser agrees to be bound by all of the terms and conditions of Master Contract Number T03-MST-001 ("Master Contract") in effect between the state of Washington, acting through the Department of Information Services, and Contractor. The terms and conditions of this SOW cannot conflict with the terms and conditions of the Master Contract. In case of any conflict, the Master Contract shall prevail.

The purpose of this SOW entered into pursuant to Master Contract T03-MST-001 is to set forth the scope of work and deliverables for Purchased Services and/or training associated with the installation, configuration, and optimization of Software purchased under the Master Contract.

Purchaser and Contractor agree as follows:

**1. Scope of Work and Deliverables**

Contractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

*[Describe in detail what work Contractor will perform. Identify all tasks, work elements and objectives of the SOW, and timeline for completion of the major elements of the project.]*

Contractor will perform the following activities:

*Training*

*Software Installation, Configuration, and Optimization*

*Re- Configuration or Re-Optimization*

*Migrate Existing Website to Content Management Platform*

*Develop Web Templates*

*Develop Web Work Flows*

*Develop Testing Procedures and Processes*

*System Integration With Existing Tools and Production Platforms*

*Platform Sizing and Performance Tuning*

*Deliver Developed Code (If Any)*

**2. Contractor Staff, Roles and Responsibilities**

*[Specify who will be working on your project, who will be doing what, who is the responsible Contractor staff person, etc.]*

### 3. Timeline and Period of Performance

The period of performance for this project will start on *[start date]* and the work tasks are estimated to continue through *[end date]*. Purchaser has the right to extend or terminate this SOW at its sole discretion.

*Be sure to specify delivery date.*

*If Purchaser needs to have the work completed, deliverables operational, etc., by a certain date, be sure to specify the date needed and consider including a liquidated damages clause – example included below.*

### 4. Compensation and Payment

Contractor agrees to provide the Services at the prices set forth in the *Authorized Price List* attached as Schedule A to Master Contract T03-MST-001.

Purchaser shall pay Contractor an amount not to exceed *[\_\_\_\_\_]* dollars (\$*\_\_\_\_\_*) *[specify maximum dollar amount]* for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Contractor's compensation for services rendered shall be based on Contractor's Prices as set forth in the Contract's Schedule A, *Authorized Price List* as follows:

*[List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]*

Contractor's day-to-day expenses, including but not limited to, travel, lodging, meals, incidentals, etc., are included in Contractor's hourly rates and will not be separately reimbursed.

### 5. Invoice and Payment

Contractor will submit properly itemized invoices to Purchaser Project Manager, or other person identified in the SOW Contact Information, and a duplicate invoice to the any other contact person identified at the end of this SOW. Invoices for Services delivered under with SOW shall include the following:

- a) Master Contract number T03-MST-001;
- b) Purchaser's name, address, and SOW number(s) and/or field/purchase order number;
- c) Contractor's name, address (and remittance address, if different), phone number, and Federal Taxpayer Identification Number;
- d) Description of Software purchased, including Price, quantity ordered, model and serial numbers as appropriate;
- e) Description of Services or related Services provided, including Price;
- f) Date of Delivery and/or dates Services provided;
- g) For Development Services, if any, the date development phase was begun and completed;
- h) Applicable discounts;
- i) Total purchase price;
- j) Sales or other applicable taxes;
- k) DIS Master Contract Administration Fee (.5% or .005 of the total purchase price);
- l) Total invoice amount; and
- m) Payment terms including any available prompt payment discounts.

Payments shall be due within thirty (30) days after the Acceptance Date for such Products and/or Services or thirty (30) days after receipt of properly prepared invoices, whichever is later.

Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

The Master Contract number T03-MST-001 shall appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts, or accept Products and/or Services on a sight draft basis.

If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1.00). Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date or receipt of Contractor's properly prepared invoice, whichever is later.

#### **6. Contractor Service Representative**

Contractor shall designate the person indicated in the SOW Contact Information as the Service Representative. The designated Service Representative will coordinate and oversee Contractor's Services to Purchaser from installation, configuration, and Acceptance Testing, through the expiration or termination of this SOW. The Service Representative will be Purchaser's contact for resolving issues, monitoring and reporting on the status of the Services.

#### **7. Purchaser Project Manager**

Purchaser designates the person indicated in the SOW Contact Information as the Project Manager, who will coordinate all aspects of the SOW for Purchaser and to whom invoices should be addressed. The Purchaser Project Manager will be the contact for all matters related to this SOW.

#### **8. Purchaser Staff, Roles and Responsibilities**

*[Specify your staff who will be working on your project, who will be doing what, who is the responsible Purchaser staff person, etc.]*

#### **9. Ownership/Rights in Data**

Purchaser and Contractor agree that all Developed Code produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and shall be owned by Purchaser. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Developed Code.

If for any reason the Developed Code would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Developed Code and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.

Contractor shall not use or in any manner disseminate any Developed Code to any third party, or represent in any way Contractor ownership in any Developed Code, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy, disclose or transmit any Developed Code or any portion thereof, in any form, to any third party.



The parties anticipate that all software or material involved in the performance of this Contract will be one of the following: (i) Interwoven Technology, owned by Contractor and being licensed by Purchaser; (ii) Purchaser Technology, owned by Purchaser; (iii) Configurations, owned jointly by Contractor and Purchaser or (iv) Developed Code, developed by Contractor and owned by Purchaser. In the event there is any other software or material delivered to Purchaser under this Contract outside of these four categories, and such software or material is required for the functioning of the Content Management Software, then Contractor agrees to transfer such software or material to Purchaser with a nonexclusive, royalty-free, perpetual license to publish, translate, reproduce, deliver, perform, display, and dispose of such.

Configurations shall be jointly owned by Purchaser and Interwoven which by definition under this Contract grants to the other party licensing rights. Configurations do not include Developed Code, Purchaser Technology, or Interwoven Technology.

#### **10. Acceptance Testing**

The Standard of Performance for Software is that it perform in accordance with its Specifications and any additional specifications set forth as follows:

*[Provide any additional Purchaser required specifications]*

The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Software is installed and Contractor certifies that Software is ready for Acceptance Testing. Purchaser will review all pertinent data and shall maintain appropriate daily records to ascertain whether the Standard of Performance has been met.

In the event the Software does not meet the Standard of Performance during the initial period of Acceptance Testing, Purchaser may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. If after ninety (90) calendar days the Software still has not met the Standard of Performance Purchaser may, at its option: (i) declare Contractor to be in breach of its SOW and terminate its Order or its SOW; or, (ii) at the sole option of Purchaser, demand replacement Software from Contractor at no additional cost to Purchaser; or, (iii) continue the Acceptance Testing for an additional thirty (30) calendar days. Purchaser's option to declare Contractor in breach and terminate its Order or its SOW shall remain in effect until exercised or until such time as Acceptance Testing is successfully completed.

Software shall not be accepted and no charges shall be paid until this Standard of Performance is met. The Acceptance Date shall be the first Purchaser Business Day following the successful Acceptance Testing period and shall be formalized in a notice of Acceptance from Purchaser to Contractor.

#### **11. Liquidated Damages (Optional -- at Purchaser's sole discretion)**

Time is of the essence with respect to completion of Contractor's duties under this SOW and/or the availability of the Software and Contractor may be subject to liquidated damages and/or termination of an order or of this SOW and/or other damages available under law for failure to deliver or install the Software or perform on time.

##### Liquidated Damages – General

- a) In some instances any delay by Contractor in meeting the delivery date set forth in a SOW will interfere with the proper implementation of Purchaser's programs and will result in loss and damage to Purchaser. In those instances Purchaser, at its sole option, may include a liquidated damages clause in its SOW.

- b) As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, Purchaser and Contractor agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the SOW and the parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty.
- c) Liquidated damages provided under the terms of this Master Contract and any SOW are subject to the same limitations as provided in the section titled **Limitation of Liability**.

Liquidated Damages – Specific

- a) If Contractor does not deliver or install the Software or perform its duties by the date agreed upon between Purchaser and Contractor, then Contractor shall provide a revised delivery, installation or performance date and pay to Purchaser as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the agreed-upon date and the date that Contractor actually delivers or installs the Software or performs its duties an amount of Five Hundred Dollars (\$500) a day. *[This is an example, Purchaser should determine the amount based on the importance of the timeline to their program needs.]*
- b) If the revised delivery, installation or performance date is more than ten (10) calendar days *[This is an example, Purchaser should determine the amount based on the importance of the timeline to their program needs.]* from the original agreed-upon date, then by written notice to Contractor, Purchaser may immediately terminate the right of Contractor to deliver, install or perform and Purchaser may obtain substitute software from another vendor. In this event, Contractor shall be liable for fixed and agreed-upon liquidated damages, in lieu of all other damages due to such delay, in the amount specified above, until substitute software is acquired, or a maximum of thirty (30) calendar days *[This is an example, Purchaser should determine the amount based on the importance of the timeline to their program needs.]* from the original agreed-upon date for delivery, installation or performance, whichever occurs first

**12. Additional Terms and Conditions Specific to this SOW**

*[Add any additional terms and conditions for your project here.]*

**14. Contact Information**

**Purchaser:**

Project Manager Name:

Address:

Phone:

Fax:

Email:

**Contractor:**

Service Representative Name:

Address:

Phone:

Fax:

Email:

*[Add any additional contact information, e.g., if invoices need to be mailed to an additional person, etc.]*

***In Witness Whereof***, the parties hereto, having read this SOW [YY-YY] entered into pursuant to Master Contract Number T03-MST-001 in its entirety, do agree thereto in each and every particular.

**Approved**

Purchaser

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**Approved**

Interwoven, Inc.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

# Schedule C

## *Interwoven License Terms*

### 1. **DEFINITIONS:**

“**Branch**” shall mean the project unit represented in the Software (TeamSite, TeamXpress and TeamXML Software products only) to manage content for a certain group of Client Users. The number of authorized Branches is specified on the applicable order document, as applicable.

“**Client Users**” shall mean the named individuals who are authorized or assigned by Purchaser to use the Software and the maximum number of Client Users authorized are listed on the applicable order document. Purchaser may transfer the rights to a new Client User, so long as the prior Client User discontinues using the Software and the maximum number of Client Users paid for under the Master Contract is not expanded by said transfer.

“**CPU**” shall mean the computer processor unit, which resides on a Server. The number of authorized CPUs per Server is listed on the applicable order document.

“**Server**” shall mean computer hardware equipment with one (1) Server CPU unless otherwise specified on the applicable order document.

“**Store**” shall mean a file based repository utilized by the Software (TeamSite, TeamXpress and TeamXML Software products only) to store and manage information, and contains an unlimited number of Branches unless specified on the applicable order document. The number of authorized Stores is specified on the applicable order document, except that there are no authorized Stores for any TeamXpress Software products.

### 2. **LICENSE RIGHTS:**

- **Software.** Interwoven hereby grants to Purchaser a nonexclusive, nontransferable, worldwide right solely for its internal business operation, or as otherwise agreed to in this Contract, to use, operate, install or have installed the Software solely on the number of Server(s) and CPU(s) designated on the applicable order document or a backup Server if the designated Server is inoperative. Purchaser may only use the number of Store(s) and/or Branch(es) for which Purchaser has paid the corresponding license fees. Purchaser may copy the Software which operates on the Server(s) to support the maximum number of Client Users as specified on the applicable order document; copy a reasonable number of

copies for emergency, backup, archival or disaster recovery purposes. Purchaser agrees that production use of the Software at the disaster recovery site(s) shall be limited to times when Purchaser's facilities, or any portion hereof, are inoperable due to emergency situations. Purchaser shall reproduce all proprietary markings, trademark and copyright notices onto all full or partial copies of the Software made by Purchaser.

- **Development Server Software.** In the event Purchaser licenses the Development Server Software suite from the list of Software products offered on Schedule A: *Authorized Price List* of the Master Contract, Interwoven hereby grants to Purchaser the right to use the Development Server Software solely for the purpose of internally testing the functionality of the Software. Development Server Software license is only offered along with a full Software license. Once licensed, the Development Server Software shall be deemed “Software” for purposes of this Agreement.
- **Training Products.** In the event Purchaser licenses Training Products as described on Schedule A: *Authorized Price List* of the Master Contract, Interwoven hereby grants Purchaser a nonexclusive, nontransferable, worldwide, limited term license right to internally train Purchaser's employees in the installation, operation and use of the Software, use, operate, install or have installed the Training Products, as applicable, solely on the number of Server(s) or CPU(s) and by the number of authorized training users listed on the applicable order document. Purchaser may make a reasonable number of copies of the Training Products as provided for in the Contract and for emergency, backup, archival or disaster recovery purposes. Purchaser shall reproduce all proprietary markings, trademarks and copyright notices onto all full or partial copies of the Training Products made by Purchaser.

- ### 3. **LICENSE RESTRICTIONS.**
- Except as expressly permitted under the Master Contract, Purchaser may not:
- (i) distribute, disseminate, sublicense, copy, modify, reverse engineer, decompile, translate, disassemble or create a source code equivalent of the Software, Development Server Software or Training Products or allow others to do so

without the prior written consent of Contractor or (ii) use the Software, Development Server Software or Training Products to provide software application services, time-sharing or service bureau services to third parties. All rights not expressly granted under this Agreement are reserved by Interwoven.

4. **MAINTENANCE SERVICES.** Purchaser agrees to pay the corresponding fees for Maintenance Services pursuant to the terms of the Master Contract. Maintenance Services will begin with delivery of the Software and will continue through the Maintenance Services term. The initial Maintenance Services fees and Software license fees are invoiced together after the Acceptance Date. In the future, Interwoven will automatically invoice renewal Maintenance Services term(s) at least thirty (30) days before the expiration of the prior Maintenance Services term, unless terminated in these license terms (below). During the term of the Master Contract, maintenance renewal Prices will be as set forth in the *Authorized Price List* (Schedule A). After termination or expiration of the Master Contract, if Purchaser has renewed Maintenance Services for consecutive terms under the Master Contract and continues to renew Maintenance Services, Interwoven will charge the same rates as under the Master Contract with no more than a five percent (5%) increase in any one (1) year subsequent term(s), so long as Purchaser remains enrolled in a Maintenance Services Program, pays all fees when due and does not change the Software licensed or the type of Maintenance Services Program. After the termination/expiration of the Master Contract, reinstatement of lapsed Maintenance Services will be subject to the payment of the then-current applicable Maintenance Services fees plus a reinstatement fee.

5. **OTHER SERVICES:**

- A. **Performance:** Services provided under this Contract are limited to those related to the Software license(s) being licensed that are appropriate to the scope of this Contract and include such things as installation, maintenance, training, etc. Details of such Services being purchased under the Master Contract, e.g., the time of performance, Configurations, deliverables, Developed Code, Training and any other special terms and conditions shall be described on a Statement of Work agreed to by Interwoven and Purchaser. Interwoven will perform all such Services in a professional and workmanlike manner and to industry standards. Professional Services may depend on the completion of certain tasks or schedules within Purchaser's exclusive control and, therefore, Interwoven's inability to perform, which is based on Purchaser's failure to complete said tasks or meet time schedules, shall not be deemed a breach of the Statement of Work or the Master Contract by Interwoven.

6. **AUDIT.** Purchaser agrees to implement reasonable controls to ensure compliance with the intended use of the Software and/or Training Products authorized by the Master Contract.

Interwoven reserves the right to perform a compliance audit of Purchaser's deployment and use of the Software and/or Training Products at any time during Purchaser's normal business hours, upon reasonable written notice and at Interwoven's sole expense.

7. **LIMITED WARRANTIES AND DISCLAIMERS:**

- B. **Limited Software Warranty:** Interwoven warrants for a period of ninety (90) days after delivery of the Software (i) the media on which each copy of the Software is furnished will be free of defects in materials and (ii) the Software will operate substantially in accordance with the Specifications. For any breach of this warranty, Interwoven will promptly repair or replace any defective media or Software, which fails to comply with such warranty. In the event Interwoven is unable to repair or replace the Software, the applicable Software license fees paid by Purchaser, upon the return of the nonconforming Software, will be refunded. The above is Purchaser's sole and exclusive remedy and Interwoven's sole and exclusive obligation and liability for breach of the Software product warranty.

- **Disclaimers:** EXCEPT AS SET FORTH IN THIS SECTION, INTERWOVEN AND ITS THIRD PARTY SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS IMPLIED OR STATUTORY AS TO ANY ASPECTS OF THE SOFTWARE AND/OR TRAINING PRODUCTS OR TO ANY SERVICES RENDERED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTERWOVEN DOES NOT WARRANT THE OPERATION OF THE SOFTWARE AND/OR TRAINING PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

8. **TITLE; OWNERSHIP; EQUITABLE RELIEF.**

Interwoven, or its suppliers or licensors, retains title to all portions of the Interwoven Technology and any full or partial copies thereof. Except as provided under this Contract, no rights, title or interest to the Interwoven Technology is transferred to Purchaser. Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party may cause such other party irreparable injury, for which there may be inadequate remedy at law and, therefore, such other party will be entitled to seek equitable relief in addition to all other rights and remedies available to it.

9. **EXPORT COMPLIANCE.** Purchaser will comply with all applicable laws and regulations in its use of the Software and/or Training Products. Purchaser may not export, re-export or otherwise transfer the Software and/or Training Products except in full compliance with all applicable laws and regulations, including but not limited to the U.S. Export Administration Act and Regulations.

# Schedule D

## *Maintenance Services*

**LEVEL OF CARE:** Purchaser can select from the following maintenance levels:

|  |  |
|--|--|
| <input type="checkbox"/> <b>STANDARD CARE (18% of Net Software License Fees)</b><br>Purchaser is entitled to two (2) Internal Technical Representatives who may contact Interwoven's Technical Support Organization (TSO).<br><br>The Service Window is from Monday through Friday (excluding major holidays) between 6:00 a.m. to 5:00 p.m. Pacific Time.<br><br>To receive Maintenance Services, the Purchaser's Internal Technical Representatives must report a Case to the TSO. A Case may be reported by telephone, email or via the TSO's Web site, in accordance with the directions in Section 2 below.<br><br>Once a Case is received, a Response will be issued within two (2) business hours, unless the Case is submitted via email or the Web and then a Response will be returned within two (2) business days. A Question will receive a Response within two (2) business days from receipt. | <input type="checkbox"/> <b>PREMIUM CARE (25% of Net Software License Fees)</b><br>Purchaser is entitled four (4) Internal Technical Representatives who may contact Interwoven's Technical Support Organization (TSO).<br><br>The Premium Care Service Window is open twenty-four (24) hours a day seven (7) days a week.<br><br>To receive Maintenance Services, the Purchaser's Internal Technical Representatives must report a Case to the TSO. A Case may be reported by telephone, pager, email or via the TSO's Web site, in accordance with the directions specified in Section 2 below.<br><br>Once a Case is received, a Response will be issued within one (1) Business Hour, unless the Case is submitted via email or the Web and then a Response will be returned within one (1) Business Day. A Question will receive a Response within one (1) Business Day from receipt. |
|--|--|

### **TERMS:**

#### **1. DEFINITIONS:**

**"Case"** shall mean a report sent by the Purchaser to the TSO regarding an Error.

**"Error"** shall mean a material failure of the Software to conform to the published product specifications. Errors do not include, and Interwoven will have no responsibility for, any of the following circumstances which adversely impact the operation of the Software or the ability of Interwoven to provide Maintenance Services: (i) the Software has been modified or damaged in any manner by any person or entity other than Interwoven; (ii) the Software has been used outside the scope of the license granted under this Agreement; (iii) any failure of the computer hardware, the computer operating system and/or other software utilized by Purchaser; (iv) the Software has been installed or operated other than in accordance with Interwoven's installation and operations instructions, including, without limitation, on computer hardware, or operating systems other than for which that System Release was designed; or (v) Purchaser has failed to install the most recent New Release made available to

Purchaser and Interwoven affirms to Purchaser the Error in question has been corrected in such New Release.

**"Fix"** shall mean, in Interwoven's discretion, either a temporary work-around, Patch or bypass supplied by Interwoven or temporary implementation by Purchaser of a data input or operational procedure in order to diminish or avoid the effect of an Error.

**"Interim Release"** shall mean an interim release version of the Software in which one or more previously identified Errors have been corrected. A new Interim Release typically will be indicated by the addition of one (1) to the third digit of the release number (e.g. v.X.X.2 would be the next Interim Release after v.X.X.1).

**"Internal Technical Representative(s)"** shall mean engineers of Purchaser who: (i) serve as the contacts with Interwoven on all Maintenance Services matters; (ii) are responsible for administration of the Software; and (iii) have been trained by Interwoven as "TeamSite Administrators" or have demonstrated an appropriate level of competency with the Software.

**"New Release"** shall mean either a Version Release, Interim Release, or System Release of the Software licensed under this Agreement.

**"Patch"** shall mean an engineering Fix to a problem to be incorporated into a New Release.

**"Priority 1 Error"** shall mean an Error that: (1) renders the Software inoperative; or (2) poses imminent danger to Purchaser's equipment or data.

**"Priority 2 Error"** shall mean an Error that degrades performance of the Software or impairs a primary function of the Software, but is not a Priority 1 Error.

**"Priority 3 Error"** shall mean any Error other than a Priority 1 Error or Priority 2 Error.

**"Question"** shall mean a technical question relating to the function of the Software or non-technical question relating to the Maintenance Services Program.

**"Response"** shall mean a TSO member, or automatic response system will acknowledge the receipt of the Case issued by Purchaser via the same medium of communication by which the Case was reported.

**"Service Window"** shall mean the time window during which an Internal Technical Representative can contact a member of TSO directly, via pager or telephone.

**"System Release"** shall mean a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. [A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).]

**"Technical Support Organization"** shall mean a team of Interwoven product specialists in the technical support organization and may also be referred to as "TSO."

**"Version Release"** shall mean an updated version of the Software with a limited number of new or enhanced functions and/or features. A new Version Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g. v.X.2.X would be the next Version Release after v.X.1.X).

**2. SUPPORT COVERAGE (Telephone, Email, Web and Pager Support):** Telephone support will be available to the Purchaser between 6:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. An Internal Technical Representative must call (866) 275-4968 and select option 2.

A. An Internal Technical Representative may report Cases or send Questions via email, to support@interwoven.com. A Case sent via an email will receive a Response according to the level of care selected by Purchaser. Errors reported via email will be automatically considered a Priority 3 Error based upon the communication medium selected by Purchaser. An Internal Technical Representative may report Cases via http://support.interwoven.com. Cases reported in this manner will receive a Response according to the level of care selected by Purchaser. Errors reported via the Web will be automatically considered a Priority 3 Error due to the

nature of the communication medium selected by Purchaser.

B. Outside of normal business hours if the Purchaser has selected and purchased the Premium Level of Care, an Internal Technical Representative may contact a TSO member via a pager. The pager number will be provided to the Purchaser within one (1) business week from the Effective Date.

C. A TSO member will communicate to the Internal Technical Representative by telephone or email to assist in the situation, gather additional information or report the status of Interwoven's efforts to correct an Error determined by the level of care selected by Purchaser.

D. If the Case reported by an Internal Technical Representative is an Error, then the Internal Technical Representative must assign the Case a priority status as defined in Section 3 below. Unless otherwise specified by Purchaser, Errors and Questions are Priority 3.

### **3. ERROR CORRECTION.**

A. **Error Procedures.** Interwoven will respond to and exercise commercially reasonable efforts to correct any Error reported by Purchaser in accordance with the procedures and response times determined by the level of care selected by the Purchaser. Interwoven and Purchaser will reasonably determine the priority classification of any Error mutually, unless the Error is reported via email or the Web, whereby the Error will be deemed a Priority 3 Error.

i. **Priority 1 Errors:** Interwoven will assign one or more senior engineers to attempt to replicate the Error. If the Error can be replicated, Interwoven will: (1) commence work to provide Purchaser with a Fix and (2) provide Purchaser with periodic reports on the status of such a Fix. Interwoven will use commercially reasonable efforts to (a) deliver a Fix to Purchaser's request for assistance, and (b) to correct such Error in a future New Release.

ii. **Priority 2 Errors:** A member of the TSO, as determined by the level of care selected by Purchaser, will respond to reports of Error conditions brought to Interwoven's attention by Purchaser. Interwoven will use commercially reasonable efforts to (a) provide Purchaser with a Fix to such Error, and (b) to correct such Error in a future New Release.

iii. **Priority 3 Errors:** A member of the TSO, as determined by the level of care selected by Purchaser, will respond to reports of Error conditions brought to Interwoven's attention. Interwoven may correct such Errors in a future New Release.

B. **Escalation.** In those instances where: (i) Interwoven cannot provide a Fix to a Priority 1 Error within two (2) hours after a member of TSO has responded to the Purchaser, or (ii) Purchaser is not satisfied with

the progress attained, Interwoven will review the plan for addressing such Error with Purchaser. Purchaser may escalate the matter to Interwoven's TSO management if it reasonably determines the plan of action does not demonstrate Interwoven is making commercially reasonable efforts to correct the Error in light of its impact on Purchaser's business.

**4. PRODUCT RELEASES**

**A. New Releases.** Whenever Interwoven makes a New Release generally available to its Purchasers, Interwoven will provide a copy of same to Purchaser at no additional charge so long as Purchaser is enrolled in a Maintenance Services Program. Interwoven may deliver New Releases to Purchaser electronically. Upon delivery to Purchaser, any New Release will be considered "Software" for purposes of this Agreement.

**B. Prior Versions.** Interwoven's obligations with respect to Maintenance Services are expressly conditioned upon the installation and use by Purchaser of either: (i) the most current version of the Software; or (ii) the immediately preceding New Release, for a period of twelve (12) months after the most current New Release is made available to the Purchaser.

**5. SCOPE OF SERVICE**

**A. Additional Maintenance Services.** In the event Purchaser's technical environments, facilities or Interwoven product mix changes such that Purchaser is not satisfied with the Maintenance Services provided under this Agreement, Purchaser and Interwoven will meet and discuss options to improve the provision of Maintenance Services. Purchaser understands changes or additions to the Maintenance Services, such as changes in the level of care to which the parties will mutually agree and in accordance with the Prices in Schedule A.

**C. Maintenance Services Provided to Other Than Internal Technical Representative.** In the event Interwoven provides Maintenance Services to anyone other than Internal Technical Representatives, except as expressly provided herein, and the reported problem is later determined not to be an Error, Interwoven will provide written notice to Purchaser of such activity. If such activity continues after such notice, Purchaser agrees to pay Interwoven for time and materials spent in providing such Maintenance Services at Interwoven's then current rates.



# Schedule E

## Order Form

**PURCHASER:**

**LEGAL NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**CONTACT PERSON:**

Interwoven and the state of Washington Department of Information Services have entered into a Master Contract (T03-MST-001) for Content Management Software and Services. Purchaser desires to order the Products or Services described below pursuant to the Master Contract.

The following Schedules(s) or Customer purchase order(s) are attached to this Order Form:

- ☐ Additional Order Schedule for:
- ☐ Software Licenses and Maintenance Services
- ☐ If Interwoven Development Server Suite.
- ☐ Professional Services (Must attach a completed Statement of Work)
- ☐ Education Services – Training Products
- ☐ Maintenance Services Program Change:
- Current Level of Care:
- ☐ Standard Level of Care
- ☐ Premium Level of Care
- New Level of Care:
- ☐ Standard Level of Care
- ☐ Premium Level of Care
- ☐ Customer Purchase Order
- ☐ Other

2. Purchase Order: Is a Customer Purchase Order required for this transaction? If:

- ☐ YES – Provide Purchase Order #:
- Please submit Purchase Order to Interwoven at the time of execution of this Order Form.*

☐ NO – Provide Authorized Customer Signature: \_\_\_\_\_

Printed Name:

Title:

3. If you have any questions, please call Interwoven Sales at (425) 519-3666. Thank you.

**INTERWOVEN, INC.**

**CUSTOMER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Date: \_\_\_\_\_

1. **MAILING ADDRESS:** All invoices, expense reports, delivery of the Software and/or Training Products (as applicable) will be mailed to Customer's address on the Facing Page, unless otherwise specified below:

EMAIL:  
PHONE:  
FAX:  
ATTN:  
FTP Download Address:

2. **SOFTWARE:** The Software, which includes by definition corresponding documentation, is described as TeamSite5.x, TeamSite Templating 5.x, TeamSite Front-Office 5.x, Interwoven Global Report Center Module 1.x, TeamSite High Availability Module 5.x, OpenDeploy 5.x, DataDeploy 5.x, , TeamTurbo 1.x and 2.x, MetaTagger 3.x, Team Xpress 5.x, OpenSyndicate 1.x, TeamXML 5.x, Content Provider for TeamSite 1.1, and OpenTransform 1.5.

| <b><u>Server Operating Systems</u></b>  | <b><u>Products</u></b>  |
|---|---|
| <input type="checkbox"/> SOLARIS (2.6, 2.7, and 2.8) (32 and 64 bit)              | <input type="checkbox"/> TeamSite (includes Templating, Front-Office Server, and limited license OpenDeploy and 1 Receiver) |
| <input type="checkbox"/> HP-UX 11.0 (TeamSite and TeamSite Templating 4.5.1 Only) | <input type="checkbox"/> TeamXpress   |
| <input type="checkbox"/> WINDOWS  | <input type="checkbox"/> TeamTurbo for BEA Module   |
| <input type="checkbox"/> NT 4.0 Server on x86 (SP 6a and above)                   | <input type="checkbox"/> TeamTurbo for ATG Module   |
| <input type="checkbox"/> 2000 Server on x86 (SP 1 and above)                      | <input type="checkbox"/> TeamTurbo for IBM Module   |
|   | <input type="checkbox"/> TeamXML Module   |
|   | <input type="checkbox"/> TeamSite High Availability Module  |
|   | <input type="checkbox"/> Interwoven Development Server Suite  |
|   | <input type="checkbox"/> Interwoven Global Report Center Module   |

## SOFTWARE (CONTENT INTELLIGENCE)

| <u>Server Operating Systems</u>   | <u>Products</u>                     |
|---|-------------------------------------|
| <input type="checkbox"/> SOLARIS (2.6, 2.7 and 2.8)(32 and 64 bits)   | <input type="checkbox"/> MetaTagger |
| <input type="checkbox"/> WINDOWS <ul style="list-style-type: none"><li><input type="checkbox"/> NT 4.0 Server on x86 (SP 6a and above)</li><li><input type="checkbox"/> 2000 Server on x86 (SP 1 and above)</li></ul> |                                     |

☐ ☐

| <u>Server Operating Systems</u>   | <u>Products</u>   |
|---|---|
| <input type="checkbox"/> SOLARIS (2.6, 2.7, and 2.8) (32 and 64 bit)              | <input type="checkbox"/> TeamPortal Standard Edition for IBM                        |
| <input type="checkbox"/> HP-UX 11.0 (TeamSite and TeamSite Templating 4.5.1 Only) | <input type="checkbox"/> TeamPortal Standard Edition for BEA                        |
| <input type="checkbox"/> WINDOWS  | <input type="checkbox"/> TeamPortal Standard Edition for Plumtree                   |
| <input type="checkbox"/> NT 4.0 Server on x86 (SP 6a and above)                   | <input type="checkbox"/> TeamPortal Enterprise Edition for IBM                      |
| <input type="checkbox"/> 2000 Server on x86 (SP 1 and above)                      | <input type="checkbox"/> TeamPortal Enterprise Edition for BEA                      |
|   | <input type="checkbox"/> TeamPortal Enterprise Edition for Plumtree                 |
|   | <input type="checkbox"/> TeamPortal Standard Edition for Existing TeamSite IBM      |
|   | <input type="checkbox"/> TeamPortal Standard Edition for Existing TeamSite BEA      |
|   | <input type="checkbox"/> TeamPortal Standard Edition for Existing TeamSite Plumtree |

- 3. PURCHASE ORDER:** Is a Customer Purchase Order required for this transaction:

☐ YES - Provide Purchase Order #:

*Purchase Order must be submitted to Interwoven with this Order Form.*

☐ NO - Provide Authorized Customer Signature: \_\_\_\_\_

Printed Name:

**Title:**

- #### **4. SOFTWARE LICENSE MAINTENANCE AND PROFESSIONAL SERVICES DESCRIPTION:**

| SOFTWARE LICENSE AND MAINTENANCE SERVICES DESCRIPTION |      |      |        |                |
|---|------|------|--------|----------------|
| Software  | Cost | Each | Number | Extended Price |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
|   |      |      |        |                |
| Sub-total for Software                                |      |      |        |                |
| Maintenance Services (Standard or Premium)            |      |      |        |                |
|   |      |      |        |                |
| Total Cost:   |      |      |        |                |

**Note: Estimated Fees for Professional Services shall be set forth on the attached SOW.**